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MARRIAGE CONTRACTS OF FRENCH COLONIAL LOUISIANA

By

HENRY P. DART

I.

THE ARCHIVES of the Superior Council of Louisiana at the Cabildo in New Orleans contain many marriage contracts of the French Colonial era. These documents are not only interesting from a genealogical point of view, but they are important elements in the history of the law in Louisiana. Whether executed in New Orleans or at the Posts of the Colony, they follow a certain form and it is our purpose here to trace briefly the origin and history of this feature of our ancient life, which in a modified form is still a part of the law of the State. The documents are authentic instruments, that is, they were executed before the Clerk of the Superior Council in New Orleans acting as the official notary of the Colony, signed by the parties and their relatives and friends in the presence of witnesses and closed by the signature of the notary. Those passed at the Posts of the Colony were received by the Commandant with similar formality and in such instances the original document was delivered to the Clerk of the Court in New Orleans to be filed as part of the records of that body under the requirements of the law regulating the powers, duties and functions of the Superior Council, and to preserve the privilege and mortgage usually stipulated in such contracts or resulting in law from the execution thereof.[1]

[1] On the place of the Superior Council in the local life of Louisiana, see Dart. A Criminal Trial Before the Superior Council of Louisiana, May, 1747, La. Hist. Qy., Vol. 13, 1930, pp. 368-390.

It seems unnecessary to stress the value of these ancient contracts. They form an essential part of the social history of the Colony, preserving as they do the intimate family connections of the participants and of their relatives and friends. They introduce us to the people of the Colony, for here we find the names of the great and the small, most of whom missed their page in the histories of this era, but who nevertheless did their part, carried on and are still remembered by countless descendants in all parts of the world.

The purely historical value of these documents is enormous for read in the light of the law of that era they carry us well back into the centuries when Church and State locked horns in the battle to make the State dominant in the matter of marriage and to bring all the people and their property under the jurisdiction of the sovereign and his courts. They also teach us that the marital community prevailed in Louisiana long before the Spanish era which is usually credited with that feature of our law. They show further that the principle of the legitime was here* and to make an end of the matter, we might follow through to find in active use in French Colonial Louisiana much of the ancient law and practice regulating the family that was absorbed by the Napoleon Code and is part of the law in Louisiana today. The subject should therefore have some attraction for the general reader and certainly should appeal to those who believe that one cannot truly understand the legal system of Louisiana as it exists today without some knowledge of the sources from which it is derived.**

II.

As we have just indicated, marriages contracted and celebrated in Louisiana during the French Regime were governed by regulations established after centuries of conflict between the State and the Church. Long before our time it had been settled that marriage was a civil contract based on the consent of the parties and governed as to form, effect and consequence by the law of the land. The earlier adjustment of this controversy carried a condition that the civil contract must be witnessed by a

* Custom of Paris, Art. 298.

** The marriage contract seems to have survived through the Spanish Era, but that period is not under consideration in this paper. Porteous, Marriage Contracts of the Spanish Period of Louisiana, La. Hist. Qy., Vol. 9, pp. 385-397, July, 1926.

priest, but this left the affair in the situation described by old de Ferriere:

> "The persons who marry are themselves the ministers of the sacrament and their consent ends the matter, the priest receives their engagement, but they form it themselves."[2]

It was finally arranged that the celebration of marriage required the participation of the Church and the State. An official view of the situation in our period is found in Chancellor Pontchartrain's report of 1712 to Besancon, President of the Parliament of Paris. He said:

> "As marriage is at once a civil contract and a sacrament, its validity is derived from the exercise of the authority of two jurisdictions. The *contract* depends absolutely on the secular powers; the *sacrament* depends solely on ecclesiastical power. As there can be no valid marriage among us if it is not elevated to the dignity of a sacrament and as on the other hand there can be no sacrament if there is no contract, legally consented to, it is evident that the Church and the State exercise equal control over marriage, considering it is a contract and a sacrament."[3]
>
> "According to the doctrines of the Council of Trent the Cure was only a qualified witness to the sacrament of marriage that the contractants gave to themselves. According to the doctrines of the Parliament he became the Minister of the sacrament. * * * Marriage therefore was contracted in the last stage of our ancient law by the exchange of consents and the benediction of the Cure in the form prescribed by the Royal Ordinances."[4]

This controversy regarding the jurisdiction of the Church over marriage and over all questions arising thereunder doubtless had something to do with the invention of what de Ferriere terms the "most important contract" of human life, i. e., the written authentic instrument called in the ancient days a Marriage Contract, and still known by that title in the law of Louisiana.[5] The legal historians of France concur, however, that this

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[2] de Ferriere Dictionnaire de Droit et de Pratique, "Marriage", Vol. 2, p. 204, Revised Edition, Paris, 1771.

[3] Glasson, Histoire du Droit et des Institution de la France, Vol. 8, p. 434, Paris, 1903. Violet, Histoire du Droit Civil Francais, Paris, 1905, Book 3, Chap. 2, p. 433, et seq.

[4] Glasson, *Ibid.*, p. 444.

[5] Civil Code of Louisiana, Art. 2325, et seq.

instrument was a conception of the lawyers of the ancient regime for protection and regulation of the rights of spouses that might otherwise have suffered in the confusion created by the numerous Customs of that realm. Its origin has been fixed as early as the 14th Century.[6] These Customs were codified long before the founding of Louisiana and formed part of the civil law of France. Until the overthrow of the monarchy, it was essential that the colonies of France should be regulated by a Custom, primarily because the general laws of the Kingdom were not in conflict with and did not supercede the Custom. It was also considered that a Colony was an addition to the realm coming into existence after the laws of the Realm had established rules and regulations for home government. That under such conditions, it was necessary to extend to each Colony the whole or a part of the legal system of France, as in the discretion of the King was meet and proper. This does not mean that the Custom became the sole law of the Colony, for the royal legislation handled many matters not explicit in or covered by the Custom. The Custom of Paris was conceded to be the most complete and best of all the Customs and in a sense "was the common law of France." It is historically true that this Custom was extended to Louisiana on the creation of civil government for that Colony in 1712 in connection with the transfer to Crozat, was reiterated in the Edict creating the Company of the West, and remained the underlying law of the Colony until the delivery to Spain in 1769.[7]

III.

Whatever may have been the origin and intent of the marriage contract, it was a settled method in common use in France, Canada and Louisiana during the 17th and 18th Centuries. Before the founding of Louisiana a great body of judicial and legislative construction had settled the form, scope, meaning and authority of that instrument. Like the modern

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[6] Montmorency's Essay on Pothier in Great Jurists of the World. Continental Legal History Series, p. 453 and 454.

On the other hand, Violet, *Ibid.*, p. 423, tracks the germ of the contract into the ancient Roman and Germanic sources and suggests that the marriage contract of the 18th Century is a survival of another ancient rule, altered and modified to meet the changed condition of the times.

[7] Dart, The Place of the Civil Law in Louisiana, Tulane Law Review, Vol. 4, pp. 163-177, February, 1930.

Ibid., The Colonial Legal System of Arkansas, Louisiana and Texas, Louisiana Bar Association Reports, Vol. 27, 1926, pp. 43-60, American Bar Journal, Vol. 12, July, 1926, p. 481.

law of Bills of Lading, each word and sentence had received construction. Indeed, certain words and phrases had become so stereotyped that the notaries frequently covered by brief abbreviations the subject to which these applied. An ancient thesis on the law of marriage contracts carried forms for the various covenants usually inserted in such documents and as this was in constant use in Louisiana[8] the officials perhaps felt they could safely shorten the documents, and the abbreviations of these scribes gave the writer of this paper an unhappy quarter of an hour before he solved the riddle by finding a copy of La Parfait Notaire, first published in 1635, revised and enlarged by Claude de Ferriere, and by his son C. J. de Ferriere and reprinted many times. A modern edition embodying the changes of the Napoleonic regime was issued in 1805 under the editorship of A. J. Massie with the title La Nouveau Parfait Notaire and this book remained in use in Louisiana long after her entrance into the Union. The earlier edition was relied upon in Colonial Louisiana as a text book.[9]

The codification of the Customs of France was begun in the 15th and finished in the 16th Century. Under this procedure the Custom of Paris became a small printed Code containing 362 articles covering a variety of things but particularly concerned with the rights of persons and property. In some aspects it might be likened to the Louisiana Civil Code and Code of Practice of today, but even if we had before us the Custom in unannotated shape, we could get nowhere because in the study of the marriage contracts of Louisiana we must follow and understand the judicial interpretation and construction and the governmental legislation of the 16th and succeeding centuries. To visualize what this means one should consult the edition of 1685 in three huge volumes aggregating 2563 pages and still other and later editions succeeding this magnum opus.[10]

Montmorency in the essay on Pothier previously noted says in substance that from the 16th Century onward the King was supreme as legislator and administrator and the written and

[8] Dart, The Law Library of a Louisiana Lawyer in the 18th Century, La. Bar Association Reports, Vol. 25, 1924, pp. 13-29.

[9] See Broutin v. Chantalou, Superior Council Archives, 1763, La. Hist. Qy., Vol. 16, p. 590-2, October, 1933.

[10] Corps et Compilation de tous les Commentateurs Anciens et Modernes sur la Coutume de Paris: Enrichie de Nouvelles Observations, & de plusieurs Questions decidées par les Arrests des Cour Souveraines, avec les Conferences des autres Coutumes. Par M. Claude de Ferriere, Avocat au Parlement. A Paris, chez Denys Thierry, rue Saint Jacques, devant la rue du Platre, a l'Enseigne de la Ville de Paris, M. DC. LXXXV. Avec Privilege du Roi.

customary laws were supplemented by Crown Ordinances, amending legal machinery with great elaboration but not dealing with the status of persons or the rights of property except in certain aspects. This early codification of the Customs had therefore the effect of unifying the whole system of customary law and of stamping it with a specific national character. Other ordinances in the 17th Century further nationalized the law of France and Louis XIV was very active in this work during some twenty years of his reign. In that time he had done enough to claim, if not to secure the title of the French Justinian.[11]

IV.

This brief review brings us to the consideration of the subject matter of marriage contracts in ancient Louisiana, and the cause and reason underlying their creation. The basic reason was, of course, the Custom of Paris and the Ordinances of the Kings as these were understood in 1712 and during the French dominion in Louisiana. I suspect that no contemporary writer of that period has stated the general principles more succinctly than did de Ferriere in his dictionary previously noted, published in 1771 while the law of France was still in its ancient shape as it prevailed in Colonial Louisiana and long before the changes made by the French Revolution or the codification under Napoleon. de Ferriere said:

> "Community of property between married persons is a partnership *(societe de biens)* which is contracted between husband and wife by express agreement contained in the contract of marriage or tacitly by the provisions of the Customary Law. The Romans did not know the community of property between husband and wife. Also it has no place among us in the countries of the written law if it is not particularly stipulated. By the Ancient law of the Gauls the community between married people was called *jus collaborationis* by which rule the wife was entitled to one third of the community. This law has been changed so that today in most of the Customs the wife has one half the property of the Community. In Customary countries they contract not solely by express stipulation in the contract of marriage but also by tacit consent *vi solius consuetudinio* which happens when the

[11] Montmorency, *Ibid.*, 456-462.

parties marry without making a contract, and where the marriage is in a country where the community results by disposition of the Customs or even when the contracting parties have made a contract of marriage and have omitted to make mention of the community. In this case community follows the marriage and is always presumed in Customary countries. It results that if the husband and wife make a debt conjointly or to the profit of one of them and do not notify the creditor that they are not in community the wife becomes bound in solido with the husband and may be made to pay the whole.

"In places where the Custom prohibits the community as in Normandy, it cannot be created by contract or otherwise, nor could it be evaded by making the contract elsewhere. It was considered a real statute affecting the status of the person domiciled in the prohibiting country. It was, however, permitted in community countries to stipulate by contract against the existence of community and in this case it was required that the parties should make a statement of their clothes and other movable property to be annexed to the contract and arrange for the common expense, whether to be borne by one or both and in what proportion and also what sum should be paid to the wife per annum. Whether or not a community followed when not stipulated in the contract depended on the domicile of the parties at the time of the marriage and not where they had been domiciled at the date of its dissolution—nor would a change in domicile affect the community once expressly or tacitly created. The stipulations of the marriage contract take effect only upon the nuptial benediction (actual marriage) of the parties whether consummated or not; thus a death bed marriage after a contract would put into operation all the provisions of the same.

"In the Customary law all the movable property belonging to each of the contractants on the day of the marriage or which they purchase during the same and also all the conquets immovable made during the same fall into the community if there is no stipulation to the contrary in the contract. But in the Written law a stipulation for community affected only the movables acquired together *(constante matrimonio)* unless it was stipulated to the contrary. Nor would immovables inherited or acquired by donation from ancestors, or others in the direct line enter into the community.

"Movables and immovables given purely and simply to one of the spouses by strangers or by collaterals fell without restriction into the community and were divided equally at dissolution. Acquets made before marriage did

not fall into the community. This shows that acquets meant immovables and conquets only gains, but the price of the sale of an acquet received after marriage became community. All of these things could be covered by stipulation. They could put the community under such clauses and conditions as they wished provided they were not contrary to good morals and the community could be restricted or amplified according to the pleasure of the parties. Thus the parties contracting in a community country could stipulate that the wife should have no share, or that she could share up to a certain sum or even that she could take it all and that the heirs could take nothing therefrom.

"After the celebration of the marriage the parties could make no valid contract affecting the community, whether to admit it, to destroy it, or to change, amplify or restrict it. But if the community had been dissolved during the life of the spouses they could re-establish it by tacit consent. The husband was the master of the community and could alone exercise all the movable and possessory actions. He could dispose of its effects provided that this was without fraud for he has only the administration and economy of the community and must govern sagely and not pillage it to the deprivation of his wife."[12]

V.

The Superior Council of Louisiana was a court of record created by edict of the King. It was the official depositary of original acts of sale, mortgage, etc. and for the recordation of the various transactions of the people.[13] Marriage contracts executed at the Posts were passed before the local commandant, who was ex officio authorized to act in such cases and in this function he usualy described himself as Notary. In many other respects the regulations for the deposit of the Contract were the same as in New Orleans. Thus his original act was transmitted to the Clerk's office in New Orleans for preservation and recordation. For reasons presently to be stated every marriage in French Colonial Louisiana should have been pre-

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[12] de Ferriere, Dictionnaire, *Ibid.*, Vol. 2, p. 204.

[13] Dart, A Criminal Trial Before the Superior Council of Louisiana, May, 1747, La. Hist. Qy., Vol. 13, 1930, pp. 368-390.

Ibid., The Colonial Legal System of Arkansas, Louisiana and Texas, La. Bar Assn. Reports, Vol. 27, 1926, pp. 43-60, Amer. Bar Journal, Vol. 12, July, 1926, p. 481.

Ibid., The Place of the Civil Law in Louisiana, Tulane Law Review, Vol. 4, pp. 163-177, February, 1930.

Ibid., The Legal Institutions of Louisiana, La. Hist. Qy., Vol. 2, pp. 73-103 (January, 1919.)

ceded by a Marriage Contract, and while we have evidence this was not always done, still the rule was seldom broken. It was permissible (in case of necessity) to establish, the marriage by oral evidence where as sometimes happened it had been created in places where there was no Commandant or Cure. This might suggest the presence of a right to marry as at common law, but we have found nothing to indicate the prevalence of this except in the unusual cases here indicated and per contra we have found many instances where such unions were subsequently validated by the Council indicating that no legal rights were created by such unions until approved sooner or later by the Council. The vicissitudes of time and the long neglect of our French Archives have created gaps in those records that can never be completely filled.[14] Save for these misfortunes, we would have had in our files a fairly complete record of every marriage celebrated in French Louisiana.

There are, moreover, many original files of the Superior Council bound into the volumes of notarial acts of ancient notaries of Louisiana and preserved in the office of the Custodian of Notarial Records in the Civil Court House at New Orleans. Few of these ancient volumes have indices and the context can be ascertained only by a laborious page to page examination. They have been examined by us only in a cursory way and because they are not within our jurisdiction they have not been incorporated into our Index-Calendar. This work might be done by the Custodian but it will never be accomplished without the direct interposition of the legislature and the appropriation of the necessary funds. That this should be done no one can deny.

It seems unnecessary to stress the historical value of these old Marriage Contracts. They form an essential part of the social history of the Colony and preserve the intimate history of the families whose members participated in these functions. It was the habit to state the ancestry of the contractants and the names and "qualities" of the realtives and friends who took part, including the official titles of these people. The marriage law of the period required the consent of relatives and in default of these of friends. In short, marriage in ancient French Louisiana was safeguarded and sanctified, and the record was made up with much particularity and formality. Married people in that time obeyed the biblical injunction to produce and multi-

[14] Dart, The Archives of Louisiana, La. Hist. Qy., Vol. 2, No. 4, pp. 349-367, October 1919.

ply and there are countless thousands now living in Louisiana and in the world at large who trace their lineage back to marriages celebrated in Louisiana in the days when a Louis was the King of France and misruled Louisiana.

The subject is also not without interest from another angle, for as previously noted the Marriage Contract of ancient Louisiana has a lineal descendant with us today. It is still permissible under the Civil Code of Louisiana (Art. 2325 *et seq*) to make provision for the desires and rights of the parties. While modern law has largely obviated the necessity for such a contract, we still occasionally find one in existence and the current Reports of the decisions of our higher courts show that the practice has not been entirely abandoned. Having in view the duty of preserving the history of this feature of our ancient law, we have studied these old documents and have selected from the files examples of Marriage Contracts covering the period 1724-69. It was manifestly impossible to put all the existing contracts in the Quarterly, and though it may seem invidious, we were driven to select a sufficient number of these to illustrate the general form and any changes in the same. In other words, we have sought to find examples that would present the essential elements and all the special features or changes that from time to time crept into such documents, including those that contain the generic terms and phrases that created rights, duties and remedies. The names given for these rights and remedies are now in a sense archaic, but the purpose of these provisions has not been wholly lost in our modern law.

We expect to print these documents in the Quarterly as rapidly as the demand on our space will permit. As an introduction to these documents this paper is followed by the marriage contract of Iberville, executed in Canada, October 8, 1692. This interesting document is a copy made for the late Grace King while she was at work on her Biography of Bienville. The source from which she obtained the same makes it certain that it is an exact copy of the original still extant in Canada. We are using the Iberville marriage contract because it seems to be a proper introduction to our own contracts. It was executed just before our era began and in accordance with and under the same law that governed similar contracts in Louisiana during the whole French Regime. It has been made the subject of careful translation and intensive study as a guide to the meaning of our

own similar documents. From time to time as the Louisiana documents are printed they will be annotated and will receive similar treatment to that which has governed the preparation of the Iberville contract.

Keeping in mind the general form of the contract in the ancient Regime in Louisiana, we find in each of these documents a recital that the parties have agreed to marry and to celebrate the marriage before the Church, and this consent is the promise or engagement, which under the law of that period was considered a necessary preliminary to the marriage contract. It also provided for the rights of the spouses to be brought into force after the celebration to take effect upon the dissolution of the marriage. It was in its nature an indestructible agreement made before the marriage and unchangeable after that event. Its scope included the incidence of the property possessed by the parties at the time of the marriage and at the dissolution of the same when death closed the relation. It was permissible to include within its radius every stipulation and agreement that the parties desired or that they wished to select out of the judicial and legislative interpretations settled in the centuries of its use. We can well understand the high esteem of the ancient French authors who held the contract to be the most perfect work of man establishing at once the engagement to marry and the domestic law for the government of the spouses after the contract was "perfected and covered by the celebration of the marriage."[15]

VI.

We have mentioned some of the purposes of our ancient marriage contracts and it remains only to indicate by a brief analysis the general provisions common to all, excluding the purely personal provisions applicable to the particular marriages. These general provisions are:

1. **The existence of a community.** It has been shown in the foregoing pages that under Art. 220 of the Custom of Paris this was unnecessary as that state followed the marriage. Consequently a marriage in Louisiana without a marriage contract established a legal community, but the Contract was necessary if other agreements were needed— agreements that would render

[15] La Nouveau Parfait Notaire, Vol. 1, p. 281.

certain the rights of the respective parties. When the marriage was preceded by a contract establishing a community it was called a conventional community and the usefulness of the contract was that thereby the community would be and often was qualified, regulated or subjected to certain changes and obligations. *Movables* under the Custom had almost the same significance it has today. *Conquets immovable* were acquisitions made after the marriage and included inheritances or donations from collaterals and strangers. The immovable property of either spouse existing at the time of the marriage was not brought into the community unless by express stipulation. The same was true of donations and inheritances from ancestors or others in the direct line, the "stock and line" of the one receiving such immovables.

2. **The creation of dower for the wife.** This was of two kinds, the *douaire coutumier* which under the Custom of Paris was a usufruct on the half of the immovables which the husband held and possessed at the time of the celebration of the marriage and of that which would fall to him in the direct line after the marriage and during its existence. This was sometimes granted in the alternative the wife being permitted to elect to take the customary dower or a fixed sum of money called rente. This might be granted in lump that is to be received once for all or annually during the life of the survivor. This was in the nature of a real right and a charge upon the husbands' property of every nature. There was generally added a provision for the reduction of this charge should the wife contract a second marriage.

This last or alternative dower was called *douaire prefix* and if the contract did not expressly stipulate the *douaire coutumier*, the stipulation for a dower prefix excluded the tacit dower of the usufruct.

3. The **preciput.** This was a provision for mutual benefit created by express stipulation and not based on the law. It enabled the survivor to take out of the mass of the community a fixed advantage either in movables or in money, without diminution of the survivor's share in the same, and it also included the right of the widow to take out free of debts or of judgments against the community her personal apparel, jewels and furnishings of her chamber, and the widower had similar rights against the succession of the wife as to his clothes, arms and other movables in personal use.

4. **Reservation of property by the spouses.** This provision took away from the community certain sums of money or certain specified property which was to remain unaffected by the community and to revert after death to the heirs of the stock and line ("estoc et ligne") of the owner. The effect was to keep the inheritance of this property within the family of the owner, whether the children of the marriage fell in that category, I am unable to say. It is possible that as to immovable property this provision caused a reversion to the family of the owner and operated to shut out his descendants. This is stated, however, with much hesitancy because the courts of old Louisiana do not seem to have passed on the question. There are cases in our old records where the mother of a child born of the marriage was shut out of the property, though the child survived the father. It was held that the death of the child subsequent to the death of the father, broke the connection and sent the property to the family of the father.

5. **Right of renunciation.** It was usual to stipulate the right of the wife to renounce the community and upon such renunciation to take back all that had fallen to her by donation, succession or otherwise, together with her dowry and preciput.

In this brief summary of the dominating features of the Marriage Contract, I have purposely abstained from discussing a hundred interesting problems that fill the books of the ancient commentators, some of which suggest themselves here, but a study of this nature would extend this paper beyond the patience or interest of the reader. I have moreover noted in the foregoing pages sufficient, to enable the interested student to pursue the subject in all its ramifications.

MARRIAGE CONTRACT

Between Pre Lemoine D'Iberville and Marie Therese Pollet De La Combe October 8, 1693

Translated by the late HELOISE H. CRUZAT
In collaboration with the Editor of the Quarterly. Mr. Andre Lafargue rendered assistance on parts of the work.

BEFORE the Notary Royal in the Prevoste of Quebec, undersigned and there residing, were present in person **Pierre Lemoine, Esquire,**[1] **Lord of D'Hiberville**[2] Captain of His Majesty's Light Frigates son of deceased Charles LeMoine, whilst living, Esquire Lord of Shateauguay and damlle Catherine Primot, his wife, at present in this city, on the one part, and

Mre[3] Francois Magdeleine Reutte, Knight, Lord of Auteuil and of Mousseaux, Councillor of the King in his Councils and his Procureur General in the Sovereign Council of this Country, residing in his hotel in this upper City of Quebec and Madam Marie Anne Juchereau, his wife, whom he has authorized for the purposes of these presents, stipulating for **Damoiselle**[4] **Marie Therese Pollet,** daughter of deceased Francois Pollet, whilst living, Esquire, Lord of La Combe Pocatiere, Captain in the Regiment of Carignan and of Dame Marie Anne Juchereau, here present, and with her consent, for her and in her name, on the other part.

Which parties on the advice and counsel of their relatives and friends, for this purpose assembled, to-wit:—

On the part of the said lord D'hiberville, of Most High and Mighty Lord Mre Louis Debaude, Count of Frontenac, Lieutenant General of the King's Armies in Ancient France and his Gover-

[1] "Ecuyer" (Esquire) is here an honorary title attached to an officer and also accorded to men of the professions. As late as the 17th Century a gentleman of recent nobility was called Ecuyer. Originally Ecuyer was the young lad who in his Knightly education was approaching the time when he could follow his lord on adventure, solid on his horse, carrying a shield and a lance. Desclaux, History of France, p. 59.

[2] So written throughout the text but the signature is "d'Iberville."

[3] Mre (Messire) equivalent to Honorable.

[4] "Damlle" equivalent to Honorable.

nor and Lieutenant General in this Country; of Joseph Lemoine, Esquire, Lord of Serigny, Ensign on the King's Ships; Joseph Monic, Esquire, Captain and Major of the detached troops of the Marine in this Country and Dame Jeanne Dufresony and his wife; Mre Francois de la Forest, Governor of Louisiana for the King.[5]

And on the part of the said Damoiselle Pollet and of the said Lord and Lady Dauteuil; of High and Mighty Lord Mre Jean Bochart, Knight, Lord of Champigny, Norry Verneuil and other places, Councillor of the King in all his Councils, Indendant of Justice, Police and Finance in this said country and Madame Marie Magdeleine Chapoux his wife; of Dame Marie Giffard, widow of Nicolas Juchereau, Esquire, Sieur de Saint Denis, maternal grandmother of the said Damoiselle, future wife; of Joseph Giffard, Esquire, Lord of Beauport and Dame Michelle Nau, his wife, grand uncle; of Charles Juchereau, Esquire, Councillor of the King and his Lieutenant General in the Royal Jurisdiction of Montreal, of Ignace Juchereau Sieur Duchenay and Madame Marie Peuvret, his wife; of Francois Juchereau, Esquire, Sieur of Vaulezard, Marine Guard; of Francois Viennay Pachot, Burgher of this City, and Damoiselle Francoise Juchereau, his wife, uncle and aunt of the said Damoiselle future wife; of Mre Claude de Bermen, Esquire, Sieur de la Martiniere, Councillor of the King in the Sovereign Council of this country, cousin of the said damoiselle, future wife; of Dame Anne Garnier, widow of Mre Jean Bourdon, whilst living, Procureur General of the King in the said Council.

Have made between them the contract and agreements of marriage following, that is to say; that the said Sieur D'hiberville and the said Damoiselle Pollet have promised and do promise reciprocally to take each other by law, and name in marriage, and to have same celebrated and solemnized before Our Mother, the Holy Church Catholic Apostolic and Roman, as soon as it will be possible and agreeable to them, their relatives and friends.

The said Sieur and Damoiselle, future spouses, will be in community in all their movable property and immovable conquets,[6] following, and in accordance with the Custom of Paris, by which it is understood and stipulated the said marriage shall be regulated,

[5] We have not been able to find any historical verification of la Forest's right to this title.

[6] "Conquets" were the acquisition ("profits") during the community by either of the spouses. Pothier's Works (Buguet's edition), 1, 216.

even though later on, they should have their residence or make acquisitions in places where the customs may otherwise regulate the same, which customs they reject and renounce positively by these presents. The said Sieur, future husband, will take the said Damoiselle, future wife, with the rights that have come to her by the death of the said deceased Sieur de la Combe, her father, and others that may fall to her in the share of the said Dame her mother.

And considering that the holdings of the said Sieur, future husband, are in money and movables, it has been stipulated that out of the property that he may have at the present time, of whatever nature this may be, movables or immovables, the sum of ten thousand livres will be taken therefrom in kind and shall remain the property of him and his stock and line,[7] the remainder of what he may possess entering into the said community and in case of predecease of the said Damoiselle, future wife without children, the said Sieur, future husband, has reserved to himself the enjoyment of all the goods of the said community without being obliged to furnish bond.

The said Damoiselle, future wife, will have dower of the customary dowry[8] or of the sum of five hundred livres rente[9] for each year, the dowry prefix[10] at her choice, it being, however specifically agreed that if the said damoiselle, future wife should contract a second marriage having children of such marriage, the said dowry prefix, should not exceed the sum of two hundred and fifty livres of rente in lieu of the said sum of five hundred livres.

The survivor, of the said Sieur and Damoiselle, future spouses, shall have and take par preciput[11] from the movable property of the said community (or actual cash at their choice) up to the sum of fifteen hundred livres, following the appraise-

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[7] "Estoc et ligne", i. e., to pass to his own family and not to the family created by this marriage.

[8] "Douaire Coutumier" was the usufruct of all the estate of the husband, to take effect on his death and to bear upon all his property of every nature and kind.

[9] "Rente" was a fixed annual charge upon the estate.

[10] "Douaire prefix" was a stipulation for a fixed sum of money payable annually and a charge upon the estate.

[11] The *preciput* was a fixed thing or sum payable to the surviving spouse, over and above his or her share of the community property.

ment of the inventory and without augmentation ("sans crue")[12] and the said damsel, future wife, shall have in addition her dresses, rings, jewelry and personal wearing apparel, together with the furnishings of her chambers, which should not be valued higher than the sum of one thousand livres, also the said Sieur, future husband, shall be entitled to his arms, clothes, wearing apparel, linen and other movables of a personal character.

In the event of the dissolution of the community, it shall be optional with the said damoiselle, future wife, and for those of her stock and line to accept the said community or to renounce same and in case of renunciation to take back that which shall have come or fallen to her whether by succession, donation or otherwise, together with the said dowry and preciput as hereinabove stipulated.

For thus has it been agreed between the said parties, under penalty for all costs, damage and interest and for the whole have respectively bound their property present and future.

Renouncing, etc.[13] Done and Passed Quebec, at the home of the said Pachot, in the afternoon, on this the 8th day of October, one thousand six hundred and ninety-three, in the presence of Messieurs Charles Rageot, a practitioner, and Gillie Precour, witnesses residing in Quebec, who have signed these presents together with the said Sieur and the said damelle, future spouses, their parents, relations and friends and the undersigned notary.

(Original signed) **Le Moyne d'Iberville, Frontenac, Marie Therese Pollet, Bochart Champigny, M. M. Chaspoux, Jeanne Dufresnois, Monic, A. Gasnier, Ruette Dauteuil, Lemoyne Serigny, Juchereau Dauteuil, Delamartiniere, Juchereau, C. F. Juchereau Pachot, Delaforest, Precour, Juchereau de Vaulezar, C. Rageot, Chambalon.**

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[12] *Crue* was the augmentation of the price of each thing estimated in an inventory of the property of a deceased person. This augmentation over the appraisement otherwise called *plus value* not having been regulated by Custom (usage) was different in every Coutume or Baillage. In Paris it was a fourth over the appraisement. It applied only to movables, money, silver and gold were not included nor immovables.

The survivor in marriage can take from the movables of the community for her (his) preciput up to the sum agreed and stipulated in the marriage contract following the price and estimation which has been made by the Sergeant of the movables of said community without augmentation (sans crue).

de Ferriere, Dict. of Law "Crue" Vol. 1, pp. 436-7.

[13] This abbreviation covers a usual clause in such contracts seldom written out in full whereby the parties renounced all laws that would protect them against such stipulation.

AN AUTOBIOGRAPHY OF FRANCIS T. NICHOLLS, 1834-1881

Edited by BARNES F. LATHROP

THE letter here presented is in substance an autobiography of Francis Redding Tillou Nicholls (1834-1912) from his birth until the end of his first term as governor of Louisiana in 1880. Portions of the narrative deal with events that are of importance only to the student of Louisiana history. The greater part, however, is devoted to the disputed election of 1876, and to the policies by which Nicholls undertook to heal the wounds of Reconstruction. His account of these matters can hardly fail to interest the student of national affairs. Particular attention is called to his explanation of the considerations guiding him in his conflict with the Packard government. Note should also be made of his unqualified statement that he was not a party to any bargain by which Tilden's cause was "bartered away" in return for the promise that Hayes would recognize the Democratic government in Louisiana. In fairness to Nicholls it must be borne in mind that the present letter was written with "great haste," and is not justly representative of his abilities as a stylist.

For permission to publish this letter I wish to acknowledge my indebtedness to Mr. Frank W. Nicholls, Miss Josephine Nicholls, and Mr. Lawrence H. Pugh, all of Thibodaux, La., and to Dr. Thomas B. Pugh, of Napoleonville, La. My thanks are also due to Miss Maggie C. Martin, of Napoleonville, through whose kindness the letter was discovered.

The Rice Institute
Houston, Texas

Barnes F. Lathrop

New Orleans Oct 8 1881

My Dear Mr. Pugh.[1]

In answer to your questions I will give a short statement as to the past events of my life I was born in Donaldsonville Parish of Ascension Louisiana August 20, 1834—My parents were Thomas C Nicholls who was for a long time Judge of one of the District Courts of this State & at one time Judge of the Court of Errors & Appeals—he was from a Cornwall family in England: My mother was Louisa H Drake a sister of Joseph

[1] William W. Pugh (1811-1906), a prominent sugar planter of Assumption Parish, La. He served as speaker of the Louisiana House of Representatives from 1856 to 1859. His second wife was Josephine Williamina Nicholls, eldest sister of Francis T. Nicholls. Cf. Alcée Fortier, ed., *Louisiana; Comprising Sketches of Parishes, Towns, Events, Institutions, and Persons, Arranged in Cyclopedic Form* (biographical ed., 3 vols., [Madison, Wis.], 1914), III, 367-68.

Rodman Drake. My father died in 1847 & my mother in 1852[2] My early education was at small village & country schools the first school of any higher grade being the Jefferson Academy in New Orleans of which G J Lord was the Principal. My brothers[3] were influential citizens & through their influence Charles M Conrad[4] Member of Congress promised me an appointment as a Cadet to West Point Conrad having been appointed Secretary of War his promise was carried out by the Hon Henry A Bullard[5] his successor. I entered West Point in June of 1851 and graduated at that Institution in 1855 in a class of which Cyrus B Comstock Godfrey Weitzel Alexander S Webb Daniel Gregg Alfred Torbert William B Hazin [Hazen] William W Averill [Averell] who afterwards became generals in the federal service were members—and Francis L [properly A.] Shoup on the Confederate side[6] On graduating I obtained a commission as Brevt 2nd Lieut assigned to the 2nd U. S Artillery. The greater part of the regiment was then on duty at Fort Myers on the Calooseehatchee River in Florida & on reporting I was sent up with ten men & a sergeant to a small stockade called Fort Deynaud where I remained for several months

Whilst there in advance I was constantly being cautioned against the Indians but during my stay never saw the sign or trace of one. In the latter part of 1855 I was promoted to a second lieutenancy[7] & assigned to a Company of the 3rd Artillery stationed at Fort Yuma in California— I had barely left Fort Deynaud when the Seminole Indians who had permitted the small detachment which I had at Deynaud to remain unmolested attacked three Companies of the 2nd Artr under Lt George Hartsuff[8] killed & wounded a number of his men & wounded him severely—inaugurating another Indian war on a small scale

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[2] Cf. "The Nicholls Family in Louisiana" ("By a Member of the Louisiana Historical Society"), in *The Louisiana Historical Quarterly*, VI (Jan., 1923), 7-8.

[3] Namely, Robert Welman, Edward Fitzgerald, Thomas Claggett, and Lawrence Drake Nicholls. *Loc. cit.*, pp. 9-13.

[4] For a biographical sketch of Conrad see Allen Johnson and Dumas Malone, eds., *Dictionary of American Biography* (11 vols., New York, 1928-33, in progress), IV, 354.

[5] For a sketch of Bullard see *ibid.*, III, 254-55.

[6] For sketches of Averell and Hazen see *ibid.*, I, 441-43; VIII, 478-79. Sketches of Comstock, Gregg, Shoup, Torbert, Webb, and Weitzel will be found in James Grant Wilson and John Fiske, eds., *Appletons' Cyclopaedia of American Biography* (6 vols., New York, 1887-89), I, 702; II, 759; V, 516-17; VI, 134-35; VI, 403; VI, 423.

[7] Nicholls was promoted Oct. 19, 1855; his promotion was confirmed by the Senate June 27, 1856. *Journal of the Executive Proceedings of the Senate of the United States of America*, X (Washington, 1887), 99, 111.

[8] For a sketch of Hartsuff see *Dict. of Am. Biog.*, VIII, 369-70.

Fort Yuma is at the Junction of the Colorado & Gila Rivers it is situated on a high hill in the midst of a sandy desert It is one of the warmest points in the United States— In consequence of sickness contracted there I resigned my commission in the fall of 1856. I commenced the study of the Law in New Orleans & obtained my license as an Attorney in 1858 & commenced practise immediately at Donaldsonville but removed shortly after to Assumption Parish where I formed a partnership with Alphonse Gentile under the name of Gentile & Nicholls— My elder brother Lawrence D Nicholls who had long been clerk of the District Court of Ascension having determined to practise I formed a partnership with him under the name of L. D. & F. T Nicholls—* When the State went out of the Union I organized a volunteer Company in Assumption under the name of the "Assumption Guards" & consolidating it with a similar Company organized in Ascension by my brother L D Nicholls the consolidated Company first called the "United Guards" was immediately mustered into State Service for six months & went into camp opposite Donaldsonville My brother Lawrence could have had the Captaincy of the Company had he desired it—he was my senior in age and had stood in the light of a father to me and I insisted upon his taking the command I to act as 1st Lt. but with the unselfishness which always characterized his conduct he positively & peremptorily declined I then became Captain, he 1st Lt. Victor St Martin 2nd and Benj Birdsall Junior 2nd Lt After having been in camp some time we were informed that the Company had either to be mustered de novo into the State Service for purpose of transfer to Confederate Service for the period of one year or the Company should be mustered out—A vote was taken as to the course to be pursued & whilst the officers and a large number of the men were willing to re-enlist yet this number was not large enough to come up to the number required for a Company The Company disbanded with the understanding among those who were still willing to go that they would come together just so soon as a sufficient number of men could be added to them to form a Company—this was the work of only a day or two & the Company reorganized under the name of the Phoenix Company— This name was given to it by reason of the circumstance that it was formed from the ashes of the old Company &

* [Note in original] I married on the 26 April 1860 Miss Caroline Z Guion second daughter of Judge George S. Guion I have had seven children one boy & six girls one of the girls died in the epidemic of 1878.

because the same name had been given to a Louisiana Volunteer Company organized during the Mexican War from the remains of the Louisiana regiments under almost precisely similar circumstances This Company of the Mexican War was commanded by Albert G. Blanchard[9] & my two brothers Robert Welman Nicholls & Edward F. Nicholls were lieutenants My Company proceeded to New Orleans & marched to a room to be mustered in under the call when we were informed that we must enlist for the "whole war" or return home This gave rise to great dissatisfaction & complaint The men believed the Government was trifling with them & I feared that the Company would break up a second time. Having left the room for a few moments I returned to find one of the men addressing the Company to that effect & advising an immediate disbanding of the Company. Among the arguments made by the speaker was a new one it was to the effect that I being a West Point graduate would only use the Company as a stepping stone to promotion & immediately leave it— Mortified already at the disbanding of the first Company I determined that whatever action should be taken it should have no pretext for disbanding based upon any supposed action of mine I therefore also addressed the Company & pledged myself in the event of their consenting to remain that I would remain with them as their Captain during the war.—On a vote being taken the Company determined to enlist & it was accordingly mustered in for the war.* The Company was immediately sent to Camp Moore. At this point it was organized with nine other Companies in the regiment which afterwards was known as the 8th La Regiment—[10] I was called upon by the officers of the regiment to be Colonel of the regiment and would have been elected without opposition but the pledge which I was under to my Company stood in the way— I informed the officers of this pledge & was forced to decline the offer— The next day an officer of the old U. S. Army Lt H. B. Kelly[11] went on a visit to Camp Moore & informing me that he had resigned his Commission & had no command I informed him

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[9] For a sketch of Blanchard see *Appletons' Cyclopaedia of Am. Biog.*, I, 287.

[*] [Note in original] The person who urged the Company to disband fought throughout the whole war & was a most excellent soldier

[10] The 8th Louisiana Regiment was mustered into the service on June 15, 1861. *War of the Rebellion; Official Records of the Union and Confederate Armies* (70 vols. in 128, Washington, 1880-1901) [hereinafter cited as *O. R.*], ser. IV, vol. I, p. 750. The date of Nicholl's enlistment is given as June 19, 1861. Andrew B. Booth, comp., *Records of Louisiana Confederate Soldiers and Louisiana Confederate Commands* (3 vols. in 4, New Orleans, 1920), vol. III, book 1, p. 1280.

[11] Henry B. Kelly of Louisiana was appointed a first lieutenant in the United States Army on March 3, 1855. *Jour. of the Ex. Procs. of the Senate*, X, 85, 87.

that I would use my utmost endeavors to obtain the Colonelcy of the new regiment for him He left for New Orleans & the same night my Company having heard of the offer of the Colonelcy to me was called together by one of its members W. Whitmel Martin (who afterwards became Major of the 26th La Regt & was killed at Vicksburg) & the subject matter of the pledge was placed under discussion The result of the meeting was a written release from the pledge signed by the Company. On the next day the offer of the Colonelcy was renewed but having come under this new pledge or rather promise to Kelly I declined again urging them to elect Kelly this they agreed to do & then offered me the Lt Colonelcy which I accepted The effect of this was to cause my Company to become Company "K" of the regiment— My brother Lawrence D Nicholls became Captain—Victor St Martin 1st Lieutenant—Ben Birdsall 2nd Lt. and W. W. Martin was elected Junior 2nd Lt—Henry B Kelly was elected Col of the Regt—I Lt Col & John B. Prados Major.—[12]

The regiment was sent at once to Manassas At the battle of Manassas the regiment was in reserve opposite the centre at Mitchells Ford—it was under some little arty fire but was not actively engaged In the fall the regiment was brigaded (under command of Genl W H. T Walker of Georgia)[13] with the 6th 7th 8th & 9th Louisiana Regts & [Chatam R.] Wheats Battn Richard Taylor[14] Colonel of the 9th being appointed Brig Genl was assigned to the command of the Brigade In the spring of 1862 the Brigade (then in Ewells Division) was ordered to join Genl Jacksons forces then in the valley of Virginia—It did so and formed part of the army which marched down the valley The enemy was first struck at Front Royal in the Page Valley A little skirmish took place there. I commanded a portion of the line of skirmishers—The next night the army moved on to Winchester reaching that town on Sunday morning (May 25 [1862])—My regiment was placed

[12] Of these seven officers only Nicholls and Kelly survived the war. L. D. Nicholls fell at Gaines Mill, June 27, 1862. *O. R.*, ser. I, vol. 11, pt. 2, p. 986. Birdsall was killed at Sharpsburg, Sept. 17, 1862. *O. R.*, ser. I, vol. 19, pt. 1, p. 974. Prados met his death on Lake Pontchartrain in January, 1863, while attempting to arrest a deserter from the Confederate Army. James A. Renshaw, "Major John B. Prados, A Confederate Officer," *La. Hist. Quar.*, X (April, 1927), 241-48. Martin was killed by sharpshooters at Vicksburg, June 22, 1863. *O. R.*, ser. I, vol. 24, pt. 2, p. 409. St. Martin died at Gettysburg, July 2, 1863. *O. R.*, ser. I, vol. 27, pt. 2, p. 475.

[13] For a sketch of Walker see *Appletons' Cyclopaedia of Am. Biog.*, VI, 332. The official records do not appear to confirm the statement that Walker held this command. Cf. *O. R.*, ser. I, vol. 5, pp. 797, 809, 829, 892, 914, 954.

[14] On Taylor see Clement A. Evans, ed., *Confederate Military History* (12 vols., Atlanta, 1899), I, 683-86; and André Lafargue, "The Manuscript of General Richard Taylor's 'Destruction and Reconstruction,'" *La. Hist. Quar.*, XIII (Jan., 1930), 46-58.

on the extreme left & moved up against the enemy— In attempting to reach him we had to cross two stone fences & to be exposed to a severe fire— I was riding at the time & holding the rein in my left hand I was shot in the elbow joint by a bullet— My elbow joint was shattered.[15] The surgeons under an impression that my arm might be saved only performed amputation a week after—[16] Just as that operation was going on my regiment passed on the road on the backward move to meet Fremont & Shields—[17] A number of officers came in to bid me good bye. I was left at the farm house of a Mr James Williams whose family treated me with the greatest kindness & when the enemy came in the neighborhood I was made prisoner I was exchanged in the latter part of September*[18] Shortly after my exchange I was appointed Colonel of the 15th La Regt. & a few days after this appointment was promoted to Brig Genl & assigned to the Command of the 2nd La Brigade then stationed near Fredericksburg Va—[19] I was absent in Texas at the time of both appointments—they both took me by surprise I had applied for & expected neither— The Brigade was composed of the 1st 2nd 10th 14th & 15th La Regiments It was made up of the very best fighting material & behaved itself with conspicuous galantry whenever called upon to do service— its record is that of the army of northern Virginia for it was engaged in nearly every engagement of that army I joined the Brigade in January 1863 In May it formed part of the Corps which under Jackson marched around Hookers right at Chancellorsville & struck Howards. I was wounded by the enemy's artillery on the night of Saturday the same night Genl Jackson was wounded—[20] I was on horse back at the time my horse being faced across the plank road so that my right side was towards the enemy—a part of a shell passed through my horse's belly & coming out on the other side took my foot off thoroughly & completely —my horse fell but I managed to throw myself from him—so as not to be injured by his fall. The confusion was very great & I

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[15] Cf. *O. R.*, ser. I, vol. 12, pt. 1, p. 801.

[16] Probably on May 31, the day of Jackson's retirement from Winchester.

[17] John C. Frémont and James Shields.

* [Note in original] I found on my return that my brother Lawrence had been killed at Gaines Mill one of the battles before Richmond

[18] Nicholls must have been made prisoner about June 5, 1862, since Banks reoccupied Winchester on the evening of June 4. *O. R.*, ser. I, vol. 12, pt. 3, pp. 336, 337. He was exchanged Sept. 21, 1862, at Aiken's Landing, Va. *O. R.*, ser. II, vol. 4, p. 577.

[19] Nicholls was commissioned Colonel of the 15th Louisiana on June 24, 1862; appointed Brigadier General, Oct. 14, 1862; assigned to command of the 2nd Louisiana Brigade, Jan. 16, 1863. *O. R.*, ser. I, vol. 21, p. 1094; *Confed. Mil. Hist.*, X, [pt. 1], 313.

[20] May 2, 1863. Cf. *O. R.*, ser. I, vol. 25, pt. 1, pp. 1005, 1037.

remained I presume nearly half an hour on the ground in the darkness. I put my hand to my foot found it gone & concluded I was bound to die from loss of blood but found to my utter surprise that the wound did not bleed at all— Some of my men finally recognized me & putting me in a blanket a number of them carried me to the rear under a tremendous fire. Dr Frank Taney of the 10th. La Regt. attended most skillfully to my wounds— I was transferred from camp first by ambulance to Guineys Station thence to Richmond thence to Lynchburg— It was at Guineys Station that the anecdote you recited about being "too one sided for a judge" had its origin & not whilst my wounds were being dressed on the field The 2nd Brigade was exceedingly unfortunate Its first commander was Genl W. E. Starke who was killed in one of the first battles he was in *as such*[21] I followed him & was wounded also in the first fight— I was followed by General Leroy Stafford who was killed in one of his first fights as General—[22] Stafford was followed by Zebulon York he lost his right arm in his first fight as Genl I believe—[23] York was succeeded by Col Williams of the 2nd La Regt & he as Senr Col commanding the Bigade & whilst acting as such was killed[24] I say the Brigade was unfortunate in its Commanders I say this because this constant change of name prevented the Brigade from being identified as one & the same brigade & from becoming known as it would have been had it kept the same name all the time— On reaching Lynchburg John R McDaniel Esq. of that place to whom I was a stranger invited me to his house & as long as I was sick I remained with his family treated as I would have been had I been his son— When I had sufficiently recovered I reported to Richmond for duty & was assigned to duty at Lynchburg.[25] I had charge of a District with no well defined limits It stretched from the High Bridge as far west as there was any necessity for any relief which I could furnish from Lynchburg This was small enough—the convalescent soldiers from the numerous hospitals and a few reserves & a portion of the Donaldsonville Artillery stationed at High Bridge

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[21] Starke was killed at Sharpsburg, Sept. 17, 1862. *O. R.*, ser. I, vol. 19, pt. 1, pp. 956, 1008, 1012, 1017.

[22] Stafford was mortally wounded during the battle of the Wilderness, May 5, 1864. *O. R.*, ser. I, vol. 36, pt. 1, pp. 1071, 1074.

[23] York lost his arm at Winchester, Sept. 19, 1864. *O. R.*, ser. I, vol. 43, pt. 2, pp. 123, 138; *Confed. Mil. Hist.*, X, [pt. 1], 321.

[24] Col. John M. Williams was killed at Spottsylvania Court House, May 12, 1864. *Confed. Mil. Hist.*, X, [pt. 1], 273.

[25] Nicholls was made "commandant of the post at Lynchburg, Va., and its environs" on Aug. 11, 1863. *O. R.*, ser. I, vol. 29, pt. 2, p. 642.

was all the force I could control for special occasions. I anticipated a possible move on the City & applied to have earthworks erected on the different roads leading into the City This was granted & small works were made In 1864 Hunter with his command commenced his move towards Lynchburg I had nothing to rely on but what I have stated & I viewed his approach of course with great apprehension as I believed no re-inforcements could be spared to come to my assistance I was most agreeably surprised by the arrival first of Breckinridge's & afterwards of Earlys command. The few men of whom I had command were stationed on a road by which the enemy did not approach & I therefore had nothing to do— Hunter evidently did not expect to meet with serious resistance for after feeling the position & ascertaining the presence of a larger body than he had anticipated he commenced a precipitate retreat[26] In the summer of 1864 I was ordered to the Trans Mississippi Department to take charge of the Conscript Bureau of that Department—[27] I had barely taken charge when the surrender at Appomattox occurred— The war having closed I returned to Assumption & commenced the practice again of the law. I formed a partnership with Désiré LeBlanc (one of the [most][28] popular men in the parish) [under] the name of Nicholls & [Le]Blanc to this firm was [after]-wards added L U Folse & the firm stood as Nicholls LeBlanc & Folse

I took great interest in the political situation though for a long time I could neither vote nor hold office I was almost continuously President of the Democratic Central Parish Committee from the close of the war until my election as Governor. I adopted as a rule as President of the Central Committee not to go as a delegate to any nominating convention & by so doing I believe I was of great service (after nominations were made) in pouring oil on the troubled waters & in restoring harmony. Not being able to vote or hold office my views were considered as more for the "general good" & much more powerful than had I been otherwise situated.

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[26] Hunter left Cedar Creek, Va., on May 26, 1864, and moved slowly toward Lynchburg. He was successful in engagements to the west of the town on June 17-18, but the arrival of Breckinridge and Early had rendered his position clearly untenable, and he therefore retreated by forced marches to Meadow Bluff, W. Va. (June 19-29, 1864). *O. R.*, ser. I, vol. 37, pt. 1, pp. 93-169, esp. p. 93; W. B. Wood and J. E. Edmonds, *A History of the Civil War in the United States 1861-5* (New York, 1905), pp. 412-15.

[27] Nicholls was assigned to this duty by orders of July 27, 28, and 30, 1864. *O. R.*, ser. I, vol. 41, pt. 2, pp. 1026, 1028, 1034.

[28] Several lines of the manuscript are slightly mutilated at this point.

My nomination as a candidate for the Governorship was not only a surprise but a very disagreeable surprise to me Neither my tastes nor my interests led me to political life & had they done so my judgment would not have elected as the period of entering it that particular time. I had been sufficiently concerned with public affairs to know precisely what was to occur & I felt thoroughly satisfied that what was called "the Republican party" in Louisiana would not hesitate to exact from *its* officials (for *officials* in Louisiana were in point of fact nothing but *creatures* of *party* & bound hand and foot to its interests) that they should repeat in 1876 what they had shown themselves willing to do before & had done before I knew that the de facto Governor of the State Kellogg would at any moment & on all occasions call for the assistance of the General Government & believed that the General Government would respond to the call sheltering itself [behind?][29] its "absolute duty [to] assume" that the "Governor" was *justified* in his call and therefore not authorized to examine into the merits of any particular case. I knew & felt that the very life of the "Republican Party" was at stake not only in the State but in the Union & I felt that the *power* of the General Government would be exercised without reference to *justice or right* but in exact accordance with the political interests of that party— Holding such opinions it is not to be [wondered at?] that I did not look upon the nomination for Governor of La in 1876 as a matter to be sought after—the truth is I looked upon the man who accepted the nomination then as digging by acceptance his political grave— He who was so situated that a nomination & election followed by an attempt to hold the position & failure so to do would be esteemed by him as still something gained in the way of reputation or notoriety & therefore to be desired might seek the nomination. I did not regard myself as holding such a position. During the campaign I found it necessary to make the express declaration & promise that if elected Governor I should remain such to the end of my term. I was elected, & immediately after the election went to New Orleans Feeling satisfied that the Returning Board would repeat its past actions & that I would be called upon to have a well defined policy I had even before the election framed a general plan of action—the details of course would take shape as circumstances would direct.

[29] The manuscript is slightly mutilated at this point.

That plan was to put all three departments of my Government at once into a de facto position to the extent which I would deem necessary to make that position beyond question & to the degree which I thought essential but having reached that point I intended to halt & avoid all issues as far as I could & wait patiently the results at Washington City I was determined to fight if fighting was necessary to get into a *"de facto"* position—but I was determined [not] to make any aggressive or offensive move not actually required in my opinion for success— I felt as I before have said that the General Government was prepared to move actively adversely to my government without any reference at all to the justice & right upon our side to the full extent necessary to permit the Republican Party to successfully take possession of the Federal Administration & I believed that any action on our part which would put that success in jeopardy or add materially to the difficulty of the Republican situation would be beyond peradventure followed by a swift exercise of federal power against us I believed that the outgoing administration would not take any violent action against us or even take positive action (by interference) against us during the months of the administration unless forced to do so from motives for the safety of the Republican national contest I was resolved to take all risks *essential* to *our* success but to attempt nothing which being non *essential* to us would be or might be considered by the federal government as essential to the National Republican Party In contemplating the situation I came to the conclusion that is was essentially necessary for us to have possession of the Supreme and other Court buildings & I saw nothing which made me believe that the government would consider it essential for the National Republican Party that the Packard adherents should hold them On the other hand I did not believe that it was essential for us to have possession of the *State House* & I did believe that possession of that building by the Packardites would be deemed by the government essential or very important for the National Republican Party— The past actions of the Returning Board had made that Body stink in the nostrils of all honest men— It would never do for the Presidency to rest solely & exclusively upon the mere paper return of that Body I did not think that in the then state of public feeling throughout the whole country the Republicans could afford go before the country upon a mere paper title set

up. I thought that they would think it necessary for them politically that their claim to have carried Louisiana should have some visible outward sign no matter how small or how insignificant but yet *something* by which to bolster up their paper pretences If such would be their view I felt that it would be risky to attempt to take the building for the General Government would probably go to the rescue & if it once interfered *at all* it would interfere in the matter of the Court buildings also & *in the whole case* I determined therefore to take the Court buildings & not to take the State House This resolve to take the Court buildings was made long before the 8th of January 1877. The statement that the movement was only determined upon on the night of the 8 Jany is a mistake Thomas [H. Handy][30] the Sheriff of Orleans & myself were fully in accord & I had placed the former in full possession of my intentions on that point a considerable time before my inauguration— I was inaugurated on the 8th of January 1877 The movement on the Court buildings was made on the 9 Jany There was a class of people who believed that the true course to be pursued was to sweep out everything instantly throughout the whole length & breadth of the State which we had the legal right to sweep out & who regarded anything short of this as a sign of weakness & want of nerve— Men holding such views were clamorous upon the streets & in the public prints— My course was denounced & I was charged with irresolution & "want of pluck." I held my own however & had the satisfaction ultimately of vindicating the propriety of my course. There can be no question that had I now attempted to take the State House or moved any more rapidly than I did move that Packard would have been recognized by the Federal Govt. as the Governor of La There were two serious difficulties in my way more serious even than in South Carolina— One was that *my* Supreme Court did not *ante date* me but held *under me* Hampton was fortunate in having an *old* Court which sustained his status. The other difficulty was that *Packard had more votes than Hayes in Louisiana* & this was *not the case in S. C* Some of the N. Y papers have charged that Tilden's cause was bartered away to save Louisiana There is not one word of truth in this—much as I loved Louisiana & much as I sought to place her right I never would have consented & was not called upon to consent[31] . . . [to such an?] ar-

[30] The manuscript is slightly mutilated at this point.

[31] Portions of about three lines of the manuscript after this point are badly mutilated (as indicated by the ellipses).

rangement the effect . . . been to La . . . Any one . . . I was afraid some one in Washington might possibly attempt to further our interests at the expense of the National Democratic cause & I explicitly told Major [Edward A.] Burke whom I sent on to Washington that if any such move was on foot or would be put on foot that I would certainly repudiate & disavow it & to so state[32]

After I was recognized as Governor I set myself earnestly to work to bring about good feeling and confidence between the races & to allay political irritation & hostility of all kinds— I was particularly anxious by kindness and strict justice & impartiality to the colored people & by consideration to them to do away with the belief which the Republican leaders had imbued them with that Democratic rule was inconsistent with their rights & their prosperity. I determined that they should feel that they were not proscribed & to this end appointed a number of them to small offices sandwiching them on Boards between white men where while they were powerless to do harm they were in a position to see & know everything that was going on Whilst this course gave momentarily great dissatisfaction to a great many I had the satisfaction of seeing distrust of the colored people gradually give way & I had the satisfaction of seeing the Republican Party in Louisiana during my administration lose its organization practically & substantially & of turning over to my successor the whole State in all its Departments overwhelmingly Democratic— I hoped & desired to weaken & destroy the influence of the white Republican leaders over the colored people by pursuing a conciliatory course to the colored race & I hope & trust that I succeeded in

[32] It is now known that Burke's actions in Washington were diametrically opposed to such instructions. Burke was one of the leading figures in the negotiations culminating in the "Wormley Conference" of Feb. 26, 1877. At this conference Stanley Matthews and other prominent Republicans reached an agreement with a group of Southern Democrats including Burke and three Congressmen from Louisiana—E. John Ellis, Randall L. Gibson, and William M. Levy. Matthews definitely promised that Hayes would recognize the Nicholls government in Louisiana if the Southern Democrats in Congress would not obstruct the completion of the electoral count. These assurances Matthews and Charles Foster confirmed by a signed memorandum of which Burke received a copy. It is thus evident that Burke by no means followed the explicit directions which Nicholls states above. The agreement itself has been condemned by some as a betrayal of Tilden, praised by others as a statesmanlike measure of conciliation. In point of fact it probably was not of great importance, for the evidence tends to show that it merely confirmed the pre-existing intentions of both parties. Cf. H. J. Eckenrode, *Rutherford B. Hayes* (New York, 1930), pp. 216-27; C. R. Williams, *Life of Rutherford Birchard Hayes* (2 vols., Boston, 1914), I, 533-34; R. G. Caldwell, *James A. Garfield* (New York, 1931), pp. 260-61; T. C. Smith, *Life and Letters of James Abram Garfield* (2 vols., New Haven, 1925), I, 643-44; E. P. Oberholtzer, *A History of the United States since the Civil War* (4 vols., New York, 1917-31, in progress), III, 310-12; P. L. Haworth, *The Hayes-Tilden Disputed Election of 1876* (Cleveland, 1906), pp. 268-72.

doing so[33] . . . been blamed . . . acts . . . have been attributed to a desire to perpetuate myself in office I had stated always that I did not want the office & to have acted in this way would have been surely seized upon as inconsistent and dishonest— A number of person desired me to become a candidate for the US Senate but I declined to do so I had pledged myself to remain Governor to the end of my term & I did so—

An attempt was made to injure me by saying that I had allowed the State Bonds to default during my administration— My message in 1879 explains exactly how this occurred— The Republicans having piled up debts mountain high finally scaled it under Republican auspices & passed *a funding* law— The funding law was executed for a very short time only & whilst so executed most of the doubtful debt of the State was pushed through—it becoming obvious that further funding would show too large a heavy interest bearing debt & that the taxes raised for the interest fund to pay the interest would be totally insufficient the funding Board closed its doors denying thus to Bondholders & creditors the benefit of the law— When I came in I obeyed the law—the Board of Liquidation was convened [and] the *funding* which should have gone on under Kellogg went on under my administration Had the funding gone on according to the law under Kellogg the State would have defaulted the very year after the law passed Bondholders in 1878 were much irritated against me because I did not *borrow money* to guard against the anticipated default upon the interest— I had no power to do this—even the Legislature itself could not have borrowed money over a hundred Thousand Dollars without providing the ways & means (simultaneously) of payment & the Governor was utterly without authority to borrow money—besides it would have been wrong to pay additional interest on a debt already [bearing] too large an interest. As far as I could legitimately do so I tried to guard against default by the State I urged the passage of good collection laws but my recommendation was met by the argument that the people were already very much dissatisfied with the State debt & that measures looking to strict collection of taxes would lead up not to the payment of the debt but to a very different [result]—its repudiation— Short crops & yellow fever brought

[33] Portions of about four lines of the manuscript after this point are badly mutilated (as indicated by the ellipses).

on a condition of distress mental & material which produced its natural inevitable result dissatisfaction at once with the existing authorities From the very beginning of my administration even before success crowned our efforts there were men about me trying to injure me & to break down my influence Whilst my whole heart thought and energies were bent upon extricating the State from her difficulties theirs were equally engaged in trying to undermine me Every act which suited the people was attributed by themselves to their counsel & to *forcing* me almost to do them—whilst every act which was unpopular was *my* act & done *in spite* of everything they could do to prevent it I paid no attention whatsoever to these people I held straight on my course— I did not care for office I was satisfied I commanded the approval of my own judgment & conscience—the most they could do would be to relieve me from a duty which I did not seek or desire & if the people thought proper to place such men *themselves* in position I felt that *they* were more concerned in the matter than I was— I determined not to move a finger—to use no official influence to alter or change the part which the people of their own free will and accord would take on this subject. If I were by my own action & through my *own action* to bring about a mere *apparent* approval of my course I would *attach no value to it* whatsoever

On leaving the Governorship I commenced the practice of law in New Orleans I was selected as counsel of the Factors & Traders Insurance Company & the Crescent Insurance Company two of the largest companies in the City & formed a partnership with Charles Carroll under the firm [name] of Nicholls & Carroll which is still in existence

I omitted to say in the proper place that when a candidate for the Governorship & after my election I was contemplating the probable future I was greatly anxious as to the course Kellogg would pursue about the Supreme Court I thought it possible that he might make appointments of new judges & have them confirmed by an Extra Session of the Senate. Had he done this it would have given me very great trouble. I have spoken of the fact that it was unfortunate for me that when I was inaugurated I did not find a Court *already in existence antedating me*, as was the case in South Carolina— When I said this I meant of course an independent fearless non partisan Court for though my position was weakened by my Court holding *under me* still *that* was

a thousand times preferable to having a Court already in existence holding under Kellogg & constituted of men appointed judges with direct reference to keeping the Republicans in Louisiana in power— I knew enough of Republican wiles and methods to know that had Kellogg acted he would have appointed men of that character & none other— I think the non appointment of judges & their confirmation by a called session of the Senate a capital blunder in the Republican programme

I desire to refer again to Thomas H. Handy— He was the sheriff of the Parish of Orleans—he was recognized by the Republicans as having been legally elected—the office had always been a *lucrative* one. I called upon him to assist me in maintaining the authority of my government He did not hesitate an instant as to his course— Though he would have lost his office had our cause failed as to most persons it appeared likely to fail through the power of the General Govt—he declared to me that he did not consider his office for a second that he was not only willing & prepared to lose it but willing & prepared to lose his life if necessary Handy is a good and true man & citizen & the people of Louisiana are greatly indebted to him

I have not alluded particularly to the movement on the 9th January for the reason that you are fully posted as to it— The militia was under Genl Fred N Ogden[34] a pure and devoted citizen. He was the leader in the affair of the 14th Septr— The latter had a great effect I think upon the movement of the 9th of Jany It proved & showed that we were not making mere "demonstrations" but meant "fight"— I made the move on the 9th in numbers sufficient to make resistance hopeless Had there been a collision on the 9th my position would have been a very difficult one— Packard was guilty of a gross blunder in not forcing one at some time— possibly he could find no one willing to go into such a move.

Secrecy was essential to my success— I therefore told very few persons as to what I proposed to do I was forced to listen & did lis[ten] with the greatest patience to any & everybody who desired to give me advice whether it was in favor of "passive non resistance" or "moving directly up against the enemy along the whole line" and I tried my best to let none of the "advisers" know

[34] For biographical sketches of Ogden see *Appletons' Cyclopaedia of Am. Biog.*, IV, 560-61; and Fortier, ed., *Louisiana*, II, 272-73. A mass of material on his part in the affair of September 14th will be found in "Semi-Centennial of the 14th September, 1874," *La. Hist. Quar.*, VII, (Oct., 1924), 570-657.

that I did not feel fully the great importance of their view of the situation. My reticence brought down on me the wrath of some of the papers whose editors believed they were entitled to know for the "public good" the "policy" of the administration

I had to deal with everybody so as to conciliate & to hold everything together until we should have reached a safe position. I was *particularly anxious lest the General Assembly should adjourn during the struggle* Had that been done prematurely it would have been *not only unjust to me but disastrous to our cause* I can safely assert that during the whole struggle there was nothing done violative of "principle" There were concessions of political feeling & political prejudice & some violation of what might be called political "Justice" by politicians by appointment to offices of some men who would not have been the men selected for positions under different & better circumstances but I hold that no man has a "vested right" to an office—that parties have no "vested right" to offices—that officers are to be selected in such manner & from such persons as will enure to the *public good*—hence when the public good requires that we should go out of our party to confer offices even upon those who have been our political enemies such appointments should be made though it may bring down the denunciations of those who would consider themselves entitled to hold them for their *"political services in the party"*. If from a full survey of the situation I should think "policy" would dictate for the "general good" that Republicans even should have been selected for some offices I would have failed in my duty to the people had I not made such selections and pandered to popularity I take it that no one will deny that it is violative of no particular man's *"rights"* that any other particular man (be his politics what they might be) should be appointed to office and that therefore if such other particular man should be appointed from a sense that that particular person's appointment would be productive of *good results* which is the *object* of all appointments that there would be no violation of "principle" however much there might be of "feeling"

I take it that no man will deny that it is *better* to have *a few bad* appointments and to make them than by failing to make them to bring about or perpetuate a condition of things where the power of appointment would be lodged in hands where *all* the appointments would be bad. Starting with this—let us go back

to January 1877 & let us take up the material which made up the "Republican" members of the General Assembly of that year

There was a contest going on between two rival bodies claiming to be the General Assembly Those who *believed* we were right should have *joined* us Those who believed we were wrong & that the other side was right we would naturally have expected to have seen go to the other side and such would have been the case with men all acting on principle but men do not all act on principle unfortunately—there are many men who knowing a thing to be right do not support the right from motives of self interest Now this was what occurred exactly— There were numbers of Republican members from Republican parishes who knew & felt as well as we knew & felt that our body was the legal General Assembly of the State but who were not disposed to come with us & join us—why not? Because they thought we were in the wrong? Not at all—for I have stated that they knew & believed us to be right. Why then would they not join us?

For the simple reason that though they thought we were *right* yet they knew that by coming to our body they would be coming in as a *minority* therein & would be given no *influence* in their opinion in our body— By going into the other they would go in under circumstances such as they thought would entitle them & give them weight & influence in the selection of officers—

This is not a very high motive by which they were controlled on a question which involved a question of right & wrong & yet in point of fact this was their controlling motive Grant that they could come into our body with as much influence *as Democrats* they would follow their convictions of *right* but failing that they would go to the other side whether they thought us *right or not*

Now seeing before me men operated upon as to their conduct by such considerations & needing every man in the General Assembly that we could get who recognized us as the right body—it would have been the height of folly & stupidity & an actual violation of my duty to have actually driven those men from us by a narrow policy— On one side the possible loss of the State by a few Democratic appointments of use only to the particular appointees who might ultimately be turned out On the other the probable *gaining our cause* by filling up our numbers in the Gen-

eral Assembly by the appointment of a few men who could do no harm & whose conduct I could hold in check by my power of "removal"

As between these two alternatives & contingencies I did not hesitate. I *openly* & publicly (not by way of *barter & trade* but by way of an announced general policy[)]—declared that I recognized the *right* of no member of the General Assembly to dictate to me whom I should appoint but that reserving my ultimate right of selection I would give to *all members* from the Republican Parishes the same right of consultation with me as I would the Democratic members from Democratic Parishes The effect of this declaration was immediately visible—men who would not have joined us coupled with loss of the influence which they believed they were entitled to as coming from Republican Parishes & Republican constituencies joined us now without hesitation I carried out faithfully my announced policy

I did so in the midst of vituperation & denunciation at the hands of men who saw in my course a violation of "principle" but nevertheless to day when everything is over & I look back at my course in this respect my judgment and my conscience both tell me I did right I not only gained the present advantage of additional numbers in the General Assembly but I gained I trust the more permanent advantage of satisfying the colored people that their rights & interests & even their feelings would be considered by white Democratic officials I believe I have weakened the power of their Republican leaders over them by so doing & in so doing "I have served my party best by serving my country best" If there has been any weakening of the Democratic party in Louisiana it has not been through me—

I have at your suggestion written out the above pages they are written out in great haste utterly regardless of style as you will perceive Much of it is trivial & unimportant—but you can get the general drift of the motives which actuated me—out of it you reach your own conclusions as to my course As a matter of course I desire this *torn up* as soon *as possible*—it is not good as a specimen of style or writing or anything else

Hayes did not recognize me as resulting from any bargain—but from an entirely different cause. He knew that we would certainly attempt to maintain ourselves— He knew that vast numbers both North & South looked upon him as having no title to

the Presidency and were in no frame of mind to be trifled with—he feared a difficulty in La might result in a general quarrel the extent & result of which he could not forsee—or that at all events his administration would be involved from the beginning with the gravest difficulties He & the National Republican Party had gained what they were striving for temporary national power—neither cared a straw for what was *called* the "Republican Party" in La—it had been *made use of* as far as was necessary—it stunk even in the nostrils of the Republicans themselves North—they were really an element of weakness We have *utilized* them—let them now *go* let us not enter into deep waters on their account—such were the motives & not bargain which led Hayes to "let us alone"

Love to all

Yours truly

FRANCIS T. NICHOLLS

ADDENDA

By The Editor of La. Hist. Qy.

No biography of Nicholls has been written or printed and his history subsequent to the date of the foregoing letter must be gathered from contemporary newspapers and chiefly from forensic expressions delivered from time to time in connection with his public service after 1881.

The first to be noted was his service in connection with extinction of the Louisiana Lottery Company. In the period between the shortening of Nicholls' first term as Governor and the conclusion of the term of his successor (1879-1887), the people of Louisiana divided in their appreciation of the first eight years of Democratic rule after Reconstruction. The political campaign of 1887 raised the slogan of reform. It was filled with acrimony, charges and counter charges but Nicholls who was again drafted as the candidate of the reform element of the party was elected and served from 1888 to 1892. In 1890 a majority of the members of the legislature favored the renewal of the privileges of the Louisiana Lottery Company and they caused to be introduced a Joint Resolution extending the lottery franchise (which was a monopoly) for twenty-five years from January 1, 1894. This

proceeding was fought by Nicholls and his supporters notwithstanding the enormous price offered by the lottery company for an extension of this privilege, in the shape of a large sum of money to be paid to the state from year to year for school and other purposes. It was charged in this fight against the lottery that the corporation was dominating the politics of the State, was corrupting the morals of the people, and was a survival of a demoralizing influence that public opinion had destroyed elsewhere in the United States. Notwithstanding all of the efforts of Governor Nicholls and his faction in the legislature, the lottery company succeeded in obtaining the two-thirds vote required by the Constitution for a Joint Resolution to be submitted to the people to amend the Constitution for the purposes indicated above.

The lottery company was originally created under a legislative act of 1868 during Governor Warmoth's administration the first after Reconstruction and Nicholls in his first term in 1877 had obtained the passage of an act repealing the charter. This resulted in a Constitutional Convention in 1879 which in theory was for the public benefit but behind it was the money and influence of the lottery which granted an extension to the company for twenty-five years, which would have expired on January 1, 1894. While the lottery company had a majority of the legislature and could have passed a legislative extension, they were warned by the decision in Stone v. Mississippi, 101 U. S. 814 (October 1879) that any legislative charter or extension was repealable by a subsequent legislature, and it was even doubted whether a constitutional grant could not be repealed. The company therefore bent its efforts to obtain the two-thirds majority required for submission of such an amendment and it was said at the time that the necessary vote was obtained by direct and indirect influence and by bribery of some of the members of the legislature. When the Joint Resolution was adopted, Nicholls vetoed it, but the legislature assumed the position that a Joint Resolution of this character did not require or permit action by the Governor, on the theory that it was solely within the power of the legislature to adopt such a resolution and the executive department could do nothing more than promulgate the Joint Resolution and fix a day for a vote by the people. It was upon the occasion of this veto that Nicholls used the language which has passed into the history of Louisiana as a remarkable expression of the stubborn integrity of its author. In the autobiographic material furnished in his letter to Pugh,

it will be noted that he had lost an arm and a leg in service in the Confederate Army and it is to this that he refers in the following sentence:

> "At no time and under no circumstances will I permit one of my hands to aid in degrading what the other was lost in seeking to uphold—the honor of my native state. Were I to affix my signature to this bill I would be indeed ashamed to let my left hand know what my right hand had done."

The lottery company appealed to the courts for a mandamus against the Secretary of State to promulgate the Joint Resolution and the Supreme Court of Louisiana upheld the contention of the legislature (State ex rel Morris vs. Secretary of State, 43 La. An. Rep. 590, Year 1891).

While Nicholls here met a legal defeat, the moral victory remained with him because Congress and the Departments of the United States Government had been roused by the legislative contest and they intervened to throttle the lottery by the enforcement of federal laws and regulations denying for lottery purposes the use of the mails, express, and national banks. This deprived the company of the hope of gain which had induced it to make its large money offer to the state for the privilege. The application for an extension was withdrawn and the company died a natural death by the expiration of its charter privileges on January 1, 1894.

The term of Governor Nicholls ended in 1892 and his successor, Governor M. J. Foster appointed Nicholls chief justice of the Supreme Court of Louisiana. He passed thus out of the Governor's chair into that of the Chief Justice and held this office until 1904, when on reappointment to the bench, he became an Associate Justice of the court under the constitutional rule of rotation in office. He continued in service as an Associate Justice until 1911, when he retired under the permission granted by an amendment to the Constitution in 1910 allowing judges of a certain age and length of service to retire on pension. The amendment permitting this retirement was applicable to all judges but it is historically true that the primary purpose was to enable Nicholls to retire. In 1910 he was 76 years old; his old wounds and the effect of age were enfeebling him and it was felt that years of usefulness would still be before him were he permitted

to rest on his laurels. He did not long enjoy this privilege, dying in New Orleans on January 4, 1912. During his whole career Nicholls had endeared himself to the people of Louisiana and he was commonly referred to as the First Citizen of the State.

In addition to the references in Mr. Lathrop's paper, accessible material for his public career may be found in the address by Henry P. Dart to the Supreme Court on behalf of the Louisiana Bar Association upon his retirement in 1911, 128 La. Rep, 1911, pp. xxxiii-xxxv; also in address of J. Davidson Hill of the Louisiana Bar in the Supreme Court on April 12, 1912, immediately after the death of Judge Nicholls and the response of the court through Mr. Justice Provosty, 133 La. Rep., 1912, pp. xxvii-xxxii.

DOCUMENTS CONCERNING THE CROZAT REGIME IN LOUISIANA, 1712-1717

Translated for the Quarterly from copies of the original documents of the French Archives in the Department of Archives and History of Mississippi

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THIRD INSTALLMENT

(Continued from Quarterly, April, 1933, Vol. 16, Page 293)

INTRODUCTION BY HENRY P. DART

In the first installment of this series, (Louisiana Hist. Quarterly, Vol. 15, No. 4, pp. 588 et seq., October, 1932) we gave briefly the ideas actuating the publication, and furnished besides all that is known of Duclos the author of the letter appearing below. This first installment covers the Instructions of the King to Governor Cadillac and to Commissioner Duclos.

The second installment (Louisiana Historical Quarterly, Vol. 16, pp. 293 et seq., April, 1933) covered two interesting reports made by Duclos to the Ministry in France, dated in July and October, 1713. The present installment covers one half of a long report to the home government, also written in October, 1713, the other portion will be printed in the next installment.

One who has followed this series can see how great a rift had developed in the personal relations of these two rulers of Louisiana. When these documents are read in connection with Cadillac's reports on Duclos, it will be found that an irrepressible conflict was on. The impression grows that whatever reasons may be found for Crozat's failure in Louisiana, not the least of the causes lies in this uninterrupted local quarrel that grew in heat and sterilized the local opportunities of the venture. We have noted in the previous installments of this series that these documents are here printed for the first time and when our work is concluded there will be a material addition to our knowledge of this period. We will besides lay bare the official facts regarding the neglect of Louisiana and the starvation of the garrison and

the misery of its people. Aside from this we will see the grinding operations of the first monoply imposed on the colony. In short we will open here a rare field for the producer of new true stories of Louisiana.

Ed. La. Hist. Qy.

Ministry of the Colonies, Series C. 13, General Correspondence of Louisiana, Vol. III, pages 149-195; Mississippi copy Vol. IV, pages 116-212. October 1713, Fort Louis (Mobile). Duclos to Pontchartrain. Petitions for his recall to France because of the fact that he cannot get along with Mr. De Lamothe Cadillac.

At Fort Louis of Louisiana,
this October, 1713.
Mr. Duclos.

Sir:

I have the honor to write to my lord Count de Pontchartrain and to beg him earnestly to be so kind as to recall me to France and to give me there the post that he had been so good as to assign to me before I had thought of coming to this country, because it is impossible for me to be able to live on good terms with Mr. De Lamothe Cadillac who is too crafty[1] for me.

In my letter that I have the honor to write to my lord on this subject I am not entering into any detailed account on the tricks of Mr. De Lamothe. I do not like to complain or to write against anybody, and furthermore this task would be too long, but the kindness that you have always shown me up to the present makes me hope that you will be so good as to take the trouble to read all that I shall have the honor to write to you on this subject. So I shall take the liberty to inform you here of all the reasons that I have for it with that sincerity on which I pride myself and which I venture to flatter myself that you have always recognized in me.

It is necessary before entering into this detailed account to inform you that Mr. De Lamothe Cadillac had long been appointed Governor and at the same time Commissary General of Louisiana. He hoped by favor of this last title which would put him in control of the funds, to compensate himself for the alleged wrongs that the Court did him at Fort Pontchartrain[2] in Canada, of which he was formerly in command and where he lost effects to the

[1] The French word is *artificieux* (artful, cunning, crafty, shuffling, sly.)
[2] At Detroit.

value of more than forty-five thousand livres, as he has several times asserted, through the fault of my lord who obliged him to leave them to his successor. That is a complaint that he made publicly on the *Baron de la Fauche* and since he has been here. It is easy to make inquiries about it. (p. 150) His wife also, as women are ordinarily more indiscreet, often repeats that the Court has done her husband a great injustice, but also that his intention is to be sure to recover it just as much as he can and that she does not think that her[3] conscience is involved by anything her husband might get from the King.

It is well to know also that for five years only one vessel had come to Louisiana to bring there the necessary assistance for the garrison which was consequently in great want and deeply in debt, and that the *Baron de la Fauche* alone brought this year only four hundred hundredweight of flour for the soldiers only, half of which and almost all of it was found to be of very bad quality, together with six thousand pounds of powder, twelve gross of pocket-knives, forty-eighth ells of red cloth, some pick-axes and axes and a few coats and shirts for the Indians as all the effects and provisions.

I did not know precisely the condition the colony was in. Suspecting, however, strongly that the garrison would not fail to make many requests I took the precaution to write Mr. Raudot[4] of La Rochelle and to ask him for some information about the method which it would be necessary to adopt with it for their provisions or for their salaries and pay. Mr. Raudot was so kind as to reply to me that in regard to the salaries and pay, they would be paid as soon as one was in a position to do so and that for the provisions I was to follow the practice that Mr. De Bienville—who is the King's Lieutenant here—had observed up to the present.

With these instructions and determined on my part to comply with them we set sail from La Rochelle. During the entire voyage we, Mr. De Lamothe and I, as I have already had the honor to write you, were on the best terms in the world. Seeking solely to maintain friendly relations with everybody I forgot at once all the difficulties that had been caused me at the time I went on board ship and I hoped in the course of time to cause

[3] It is impossible to tell except from the context whether *sa* should be translated "his" or "her."

[4] Here spelled Rhodot, also elsewhere Raudot, Rodot.

Mr. De Lamothe to overcome the aversion that I imagined that he had acquired against me, without being able to guess the reason for it, when (p. 151) I had learned beyond the possibility of a doubt that it was to him that I owed all these difficulties, as as I have likewise had the honor to inform you.

I noticed however during the voyage that he was adroitly trying to make me understand that it was dangerous to quarrel with him because he had a superior mind,[5] as he assured me, and because even my lord Count de Pontchartrain had agreed to that with him. "I have seen myself opposed," he used to say to me very often, "by the intendant, the Governor General of Canada, the bishop, priests, curates, Jesuits and in short by everybody; I have quarreled with Mr. De Champigny, Mr. Beauharnais, Mr. Raudot even, and I have always accomplished everything that I have undertaken, in spite of them and in spite of everybody, and that by the strength of my character.[6] My lord the Count de Pontchartrain told me so again recently when I was in Paris. 'Mr. De Lamothe, I am very much displeased with you but I cannot refrain from telling you that you have a superior mind, that you are a great officer and that I have never seen anything so well written as your letters.' I also once had a great quarrel with Mr. De Champigny and wished to show the Court a great lot of rascalaties that he had committed, but I shall tell you that my lord the Count de Pontchartrain asked me for him to pardon him, saying to me 'Mr. De Lamothe, I beg you, please let that poor Champigny alone; he is a man whom I am protecting, and don't, I beg you, let anything more be said about him'."[7]

At other times he called my attention to the fact that he had a large family and many servants and that it would cost him an infinite sum of money to provide them with food in Louisiana if he did not find some expedient to provide means for it in another way, but that as long as the governor and the commissary were friends he would not be embarrassed.

All these speeches and many others of this nature and of this force made me give still more attention to being careful about

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[5] *Un esprit supérieur.*

[6] Perhaps "force of my genius" better represents the French *force de mon génie.*

[7] In the margin opposite the first part of this quotation Duclos wrote the following: "All these speeches and several others that you will see later will appear to you exaggerated and embellished, but I have the honor to assure you very sincerely that these are Mr. De Lamothe's own words that I am reporting just as he spoke them without changing anything in them or adding anything to them because I heard them myself like those opposite, or because I obtained them from people in whom I have great confidence like those whom you will be able to see later."

his friendship. He appeared to me in fact a very dangerous man not because of the superiority of his mind which I did not find superior except when his interest was concerned and very limited when anything else was concerned, but (p. 152) because I thought that he must really be a very uneasy and very restless man since it was true that he had quarreled with all the persons that I have just mentioned, and furthermore because I saw in all the other talk that he uttered that he was one of the boldest liars that I have ever seen, and it is certain that a man as selfish[8] as he is and at the same time uneasy, restless and having no scruple to give out boldly as true the very things that are directly the most contrary to the truth is always a man very much to be feared no matter what attention one may give not to deviate at all from his desire.

With these sentiments we arrived[9] in Louisiana. Before landing we find a Spanish officer sent by the governor of Pensacola who no longer had any provisions, to borrow some from the commissary of Fort Louis who was likewise in want of them. I learned at the same time that the garrison of Fort Louís also was thirty leagues from there trying to get a living by hunting and on Indian corn among the Indians, that there were likewise no powder nor bullets nor any munitions in the King's warehouse and that the colony was in extreme want of the very things most necessary for life.

Mr. De Lamothe, however, to whom the Spanish officer, delighted to see a vessel arrive from France loaded with flour, addresses himself to get some, speaks to me about it and tells me that it appears to him that it is advisable for the King's service not to refuse him because they have several times rendered similar services to the French garrison, that he has orders in his instructions to lend them some and to assist them in everything that he can, that they are going to receive without delay some assistance from Vera Cruz which will put them in a position to return it to us as the governor of Pensacola promises in his letter addressed to Mr. De Bienville who assures me moreover that in fact they were expecting assistance from Vera Cruz which ought to have arrived long ago and that the cause of this delay was not known.

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[8] *Intéressé.*

[9] Duclos here begins to use the livlier present tense.

I reply to that that the French garrison appeared to me to be in an equal need of flour which it had been lacking for a long time, that we did not yet know in what condition ours was which might (p. 153) be damaged or of bad quality, that in addition to that we had very little of it and still less of effects to get more when that failed us, that the assistance from Vera Cruz might fail in view of the risks of the sea which no one could guarantee and that would make it impossible for Pensacola to return it to us, that we were not sure when we should receive any more from France and that thus since there was a great deal of it for sale on the *Baron de la Fauche* belonging to the Company it appeared to me more advisable to tell the Spaniards that we had only exactly what was needed for our supply and that they could provide themselves with some from the directors of the Company, or that if they were not in a position to buy any it appeared to me that it was even better to lend them some of the Company's and to conserve the King's very carefully for the garrison in order not to slip back into the want in which we found it at the present time.

Mr. De Lamothe replies to me again that it is not Mr. Crozat's business to render service to the Spaniards who have not yet rendered him any but rather that of the garrison and consequently of the King since they furnished it with subsistence several times on like occasions, and a number of other similar arguments, and as I intended, as I have said, to do everything in the world not to quarrel with him I consented to lend them ten barrels or only twenty hundredweight of it which they were asking for at that time.

In the meanwhile our flour is landed and is found to be of very bad quality. The officers who had likewise been in want of it for a long time ask me for some. I reply to them that none had come except for the soldiers and that for the reasons that I have just told I could not have any furnished to them, so much the more because it did not appear to me by my instructions that it was the intention of my lord the Count de Pontchartrain that any officer should take anything from the King's warehouse for his subsistence and that they could buy some from the Company. But since they do not have any ready money at all (p. 154) and since the directors are unwilling to give them any for their orders or receipts for salary they complain about it to Mr. De Lamothe and at the same time the governor of Pensacola sends again to ask for some more and always to borrow.

Mr. De Lamothe speaks to me again in behalf of the officers and the Spaniards, adding in favor of the officers that it is very dismal for those gentlemen that soldiers who are under their commands should be eating wheat bread while they themselves have only maize or Indian corn. I reply to him that that seems the same to me and that in fact he certainly ought to oblige the director of the Company to furnish them with some for their orders or receipts for salary because there is no probability that it will be possible to give any of the soldiers' to them and even less to the Spaniards without exposing ourselves to (the danger of) slipping back within six months into the same want in which we had found the country if the Spaniards by chance did not return to us in kind what we should lend them.

In reply to this argument which I repeat to him (in answer) to all the ingenious speeches that he makes me on this subject he replies to me that I must not have any fear at all that the garrison will be in want of it because in case the Spaniard do not return to us what they owe us he would still take just the same enough to feed the garrison from Mr. Crozat's warehouse, that the famine would be a legitimate excuse for him with Mr. Crozat and he could not do this so long as there was any in the King's (warehouse).

I reply to him that all that of the King's might be sold and he consequently (would be) in no position to get any there to replace that which we should no longer have, but he points out to me again that nobody is in a position to buy any because there is no money in the colony, which in fact was true, and assures me furthermore that even if they should wish to buy some he would still reserve about fifty barrels for urgent needs and to this recourse could be had. (p. 155)

As he made[10] these speeches to me publicly and as he assured me before everybody that he would have recourse to Mr. Crozat's warehouse when we should have no more and that he would still reserve at least fifty barrels which amount to one hundred hundredweight and with the intention that I had to keep on good terms with him whatever the cost I did not dare to ask him for a note in writing for this promise that he was making me; that would have been to come into direct conflict with him. Furthermore I could not believe, although I already knew him to be a

[10] Duclos here drops back into the past tenses.

great rascal[11] that he was one, after the promises that he had been giving me, to the extent of making the garrison lack flour by promptly selling that belonging to it, I mean that of the Company, as he did as soon as he had brought me around to his terms and without my having been informed of it.

I contented myself merely with obtaining a certificate from him to the effect that it appeared to him indispensable for his Majesty's service to lend the Spaniards what they were asking of us even though it amounted to as much as ninety hundredweight and to furnish some to the officers in consideration of their indigence which made it impossible for them to buy any, of which I had the honor three months ago to send a copy to my lord the Count de Pontchartrain.

Mr. De Lamothe does not stop there. He finds some inhabitant (who are) burdened with children and very poor who apply to him and ask him for at least bread which they will pay for with the work that they will be able to do since there is no money to give them. He speaks to me about it and gets it into his head to have them given some of the King's (flour), and you ought to see all the captious arguments that he makes me on this subject! I should be too tedious if I reported them all and also I should not be believed. It would never be believed that a man who is thought to have intelligence was capable of uttering all the false arguments that he utters incessantly, and still less that a man chosen by my lord the Count de Pontchartrain to be at the head of a province was such a great mischief-maker and rascal[12] as Mr. De Lamothe is. I cannot however refrain from reporting here a speech that he made me one day on the subject of these poor inhabitants, which I remember because it impressed me more than the others.

"Yesterday," he said to me, "a man accompanied by five little children comes and throws himself at my knees with a pale, wasted, hideous face, and [in] a word he was the very picture of famine. He protests to me that neither he nor his children have eaten for three days and that he does not know where to get anything to give them. 'I will work,' adds he, 'I will do anything that you wish, but in God's name have some bread given to me.' Isn't there some work to be done here for the King?" Mr. De

[11] The French word is *fourbe.*
[12] The French is *un aussy grand tracassier et aussy fourbe.*

Lamothe continues to me. "We must give this man some flour and make him earn it." I reply to him that there is in fact a greal deal of work to be done but that it must be postponed until another time and that if we wish to have it done immediately and pay for it in flour we soon should have no more." "Still we must (p. 156) not let this man and his children die of hunger."[13] "No, certainly not," said I to him, "but you have brought a great deal of flour, give him some of yours and make him earn it by having work for you, or for the Company and then you will give him some of the Company's." "It," replies Mr. De Lamothe, "is neither my business nor that of the Company to feed the King's subjects and I see clearly that you are not well acquainted with the colonies. In the colonies the intendants provide subsistence for those who cannot do so by their own efforts." "I am not yet well acquainted with the colonies," I replied to him, "but I have noticed what is done in France where the King does not feed all the poor who are poor through laziness or by their own fault. His revenue would not be enough for that, and I do not see any reason why the poor of the colonies should be more privileged than those of France; but even if that were so, to provide subsistence for a man it is necessary to have something to do it with and I can give nothing to this inhabitant without taking it from a soldier since we have flour only for the soldiers. So if you wish to give him some choose from which one of your soldiers you wish to cut off the ration." "Why you are queer," he retorts to me. "Of what are you apprehensive? We have flour for one hundred soldiers for a year and we have only sixty-five here. Mr. Crozat is obliged by his contract to send us, as you know, a ship here every six months so that in six months we shall receive some more, and the last resource will be to take some from Mr. Crozat's warehouse when there is no more in the King's. I have already told you that a hundred times and you will not hear me." "I am afraid," said I to him, "that none will be sent to us from France within a year from the present time. I am afraid that the Company will find that it has sold all its flour to the inhabitants or to the Spaniards. Furthermore, if we give some to this inhabitant all the others who are also in want of it and who have no money to buy some from the Company will likewise wish to get some

[13] The translator understands this sentence to be spoken by Cadillac; there is nothing but the context to justify this. The sentence immediately preceding this one is translated literally.

so that there will be no end of it." *"Parbleu!"* he replies, "it is very cruel that an inhabitant to whom the King is in debt, for he showed me a large number of orders that were due to him, must die of hunger, he and his family, while there is a large store of flour in the King's warehouses. Do you think me an honorable man or not? If you think that I am an honorable man you ought not to fear that the Company's flour will be sold since I give you my word of honor that I will always reserve at least fifty barrels of it to which we shall have recourse. In regard to the apprehension that you have that others also will ask for some, it is easy to remedy that. Have a barrel of flour from the warehouse given to me and I will give [it] to him as if it were mine and afterward we can make him work for the Company and make him earn a barrel of flour which I shall take care myself to have put back in the King's warehouse. I beg you, our Commissary, finish this affair; don't let me be annoyed with it any longer."

In fact I simply had to finish it as he wished it, or tell him (p. 157) absolutely to his face that all his speeches were idle words which he was saying to me deliberately for some purpose which he had which I did not understand at that time but which I see only too well at present. You will notice, if you please, that that did not end with that inhabitant alone, just as I had told him, and that it was necessary also to do the same favor for two or three others.

Mr. De Lamothe some time afterward tried again to make a stronger test of the impression that might have been made on my mind by all the speeches that he had told over and over to me many times on the *Baron de la Fauche* and of which I have said something at the beginning of this letter.

For this purpose he repeated to me several times that he had asked my lord, among other things, to be provided with lodgings in Louisiana by his Majesty, to which request the reply had been made to him 'Granted, provided that that is the practice in the islands,' adding to that that I could have noticed when passing by the Cape that the commandant was provided with lodgings; that he had taken care to make inquiry about it and that also he ought to be provided with lodgings likewise at Fort Louis and that he did not see any objection to that.

I reply to him that in fact I do not see any objection to it unless it is that I have no orders for it in all my instructions nor

in my letters and that furthermore even though I should have orders for it, as there are no funds for this purpose at all it would be absolutely impossible for me to do so, and that since we did not have even enough to support the garrison until the arrival of another vessel from France if it should happen to be belated for some time one must have lost one's mind to think of having houses built or bought before the arrival of this vessel and the funds necessary for that purpose.

This reply which seemed to me unanswerable and which would have been sufficient to satisfy anybody else than Mr. De Lamothe Cadillac did not astonish him at all, and either because he had noticed that in fact I was trying to live on good terms with him no matter what the cost and that also I would have a house built for him when he showed me that he absolutely wished to be provided with lodgings, or because he is capable only of false reasoning and did not think me clever enough to see through them although they have never seemed to me to be very difficult to recognize.

He replies to me without paying any attention to what I have just told him that of course a governor in order to be responsible for his place must be lodged in his fort, otherwise he will not be in control of it and that if the soldiers mutiny they can prevent him from entering the fort or close its gate against him and take possession of it and that in addition to that he, the governor, might be kidnapped during the day or night because he will have no guard at all, and then the fort might be seized as a consequence; that if I will not have a house built for him in the fort and make it possible for him to defend himself it is useless to mount the guard there; that he is writing about it in these terms to my lord the Count de Pontchartrain; that he is going to send all the soldiers back and (p. 158) that I am the one who will be responsible for what happens in the fort[14] because since I am in charge of the funds it is for me consequently to find the funds that will be necessary for the indispensable fortifications such as the batteries and entrenchments are, as is laid down in his instructions that he is empowered to act without waiting for orders from the Court.

He makes me a number of speeches of just about this sort, to which my sole reply is to repeat the first one that I have already made to him, adding that it was apparently not the intention of

[14] Literally "the events of the place" (*les événements de la place.*)

the Court to make expenditures for fortifications this year since it had had only the flour alone sent over that was necessary for the soldiers and no other funds or effects to build fortifications or to erect houses and had still less given orders on this subject, and that thus I should gladly take upon myself the responsibility for what might happen to the fort, so much the more because we were in a time of peace with England whom alone we had to fear here, and that even though we should have at present sufficient funds to incur this expense, which we did not, it seemed to me that it would be much better to use it to pay the soldiers something on the account of what was due them from the preceding years in order to assist them to pay the debts that they had contracted.

But Mr. De Lamothe Cadillac without ever paying any attention to my replies always subjects me to a raking fire of speeches similar to those that I have just told and contemptible, even with a certain air of haughtiness which made me recognize that he had set his heart upon this lodging, repeating to me a hundred times that it was necessary for a governor to be provided with lodgings; that the King was not sending a governor of a province to Louisiana to sleep in the street. So that, seeing that it was in fact necessary that he be provided with lodgings without its costing him anything or that [I] break with him completely which I did not wish at all to do, I told him that it was true that I had learned that the priests were willing to rent their house for one hundred and twenty piastres a year; that he could talk to them about it and make the bargain; that I would gladly consent to let goods to the value of one hundred and twenty piastres leave the warehouse in payment for this lodging for a year although there were very few of them, and that I had no order on this subject but that I would inform my lord of it and would then follow the orders that he would be pleased to give me. As soon as I had consented to this lodging Mr. De Lamothe no longer talks of the fort; all his apprehension of being kidnapped vanish. He no longer thinks of sending the soldiers back and of not having them mount guard; on the contrary he obliges the officers to mount guard, and here we are the best friends in the world.

He was preparing however to go to Pensacola to make a bargain there with the governor of that fort with the intention of sending the *Baron de la Fauche* to Vera Cruz loaded with mer-

chandise and two hours before departing (p. 159) taking me aside he said to me in his Gascon accent "Our Commissary, you have good sense, you are an honest man, I must consult you. The governor of Pensacola wishes to charter the *Baron de la Fauche* to send [it] to Vera Cruz to obtain the assistance that he needs for his garrison. I am going to speak to him personally on this subject. Tell me sincerely what you think I must do."

"What I think," said I to him, "is that you yourself should go to Vera Cruz in the *Baron de la Fauche* and without taking any merchandise there. The director is a very honorable man but he is not capable of any expedient and does not understand either the Spanish language or the commerce of those countries. The controller knows Spanish but is not acquainted with commerce and furthermore appears to me too young for such an undertaking; and if you send merchandise, you know the difficulties that there are at Vera Cruz and with what exactness the orders of the King of Spain are executed there so that they will not fail to send the ship back as quickly as possible, whereas if you do not carry any there and go there yourself they will not have any pretext for sending the vessel away, you will remain there as long as you see fit and you will have sufficient time to make a bargain with some inhabitant of Mexico, or with several, by which you will undertake to supply them with merchandise either by coming and obtaining them here himself or by sending it to him in some bay or roadstead near Vera Cruz. You have a superior mind, nothing is impossible for you and that will be so much the less impossible for you because all men seek to make money, so when you show them any profit you must not have any doubt that they will accept it and you are more capable of showing it to them than any one whoever." "That is true," replies he, "you reason very correctly, but that is a long voyage for me. I am very tired of the sea. Now[15] who would take care of my family in my absence, in addition to the fact that I do not know Spanish at all. I should always need an interpreter and one never conducts his business so well when he has to speak through an interpreter. Besides I shall give the director and the controller such good instructions that that can hardly fail. In regard to the merchandise, I think that it is better to send it all at once; that would be to make an end of it in a short time and in a single voyage; also I shall be delighted to be

[15] The French word translated "now" is the exclamation hé!

able to send return in money to Mr. Crozat by this same vessel. It would drag out for a long time in the way in which you describe it. By the way, I have not had time to talk to the priests on the subject of their house. I beg you to do so in my absence; also it is the intendants business to make the contracts and I am leaving right away. I have not even had time to write my letters to the Court and I think that it would be well for us to confer with each other before writing in order that it may not appear that the governor is of one opinion and the commissary of another. That would have a bad effect. So wait, I beg you, until my return from Pensacola; we shall write together and we shall send our letters by the *Baron de la Fauche* to Vera Cruz." "I consent to it with all my heart," (p. 160) I replied to him. Thereupon cordial embraces,[16] and we parted.

During his absence I did not fail to speak to the priests, but it turned out that one was willing and the other was not, so that there was no way to make a bargain with them. I looked for other ones but as very few houses have been built in this country and each one needs them for himself nobody would rent one. There was no probability of having one built specially. It would have required at least seven or eight hundred piastres and there was only powder to give which no builder of houses or carpenter wished, in addition to the fact that I had no orders to do so, I found that it would be better to use these seven or eight hundred piastres worth of powder to pay the soldiers something on the account of what was due to them, as I have already said, so that I informed the governor's wife of it who, very angry, sent word of it to her husband.

As soon as Mr. De Lamothe Cadillac on his return from Pensacola to Duaphine Island where he stopped on board the *Baron de la Fauche* learned that there was no house at all for him, greatly mortified to see all his flowers of rhetoric wasted and still more to be obliged either to expend money to provide himself with quarters or to take possession by force of the house that he was occupying, which had been lent to him for only a month or two and which the owner absolutely would not rent, he launches out into great speeches about me, all very unfavorable and threatening. He no longer thinks of writing in cooperation with me; on the contrary counting on the promise

[16] The French is *grandes embrassades.*

that I had given him to wait for him to write my letters he resolves to have the *Baron de la Fauche* depart for Vera Cruz before returning to Fort Louis. I am informed of it, I promptly write all my letters, not wishing for this vessel to depart without (my) having the honor to inform my lord of the little knowledge that I have been able to acquire of the country where I had arrived sick, and also without sending the reviews of the garrison, which I was obliged to send off without their being signed by Mr. De Lamothe because he was not then at Fort Louis. The winds that became contrary fortunately gave me time for it. As soon as Mr. De Lamothe learns that all my letters are in the hands of Mr. De La Jonquière, delighted to have a specious pretext to complain of me, he makes a great commotion about my failure to keep my promise and about the fact that I am writing without waiting for him after having promised him the contrary and especially about the fact that I am sending the reviews without having him sign them. He does not dare at first openly to base his complaints on the (p. 161) on the house that I have not rented for him. However he discloses his mind to his friends, or rather to those who he imagines are his friends, for I do not think that he has ever had any. "What do you think?", he says to them. "Do you believe that a governor ought to sleep in the street?" "No, certainly not," they reply to him. "Well, that is what the commissary would like to have take place. There is a house here that some one is willing to rent. I beg him please to do so for me. He promises me to do so. I leave on this promise on the business of the Company, as you know. On my return he is no longer willing to do so and now here I am in the street. He promises me furthermore to wait for my return to write his letters in co-operation with me. However I learn that he has just sent a large bundle of letters with the reviews that I was to sign and that I have not signed. I do not know what his intentions are in regard to me but we shall see." He writes in these terms to an officer of Fort Louis who shows me his letter. I am informed of it from other sources. Persons who I know are honest and sincere men write to me that Mr. De Lamothe is very much irritated against me because of what I wrote to my lord apparently, but in fact because I did not rent a house for him; that the only thing for me to do is to be on my guard and that he intends to play me some bad tricks. These are their own

terms. I am sorry about it without being surprised at it and I make up my mind to see it come.

He returns in fact to Fort Louis and at that time the fever that I had already had had attacked me again. I beg everybody and especially the surgeon major who was taking care of me in my illness to tell him that I had fever at the present time and that that prevented me from going to see him. Instead of replying to this courtesy that I caused to be shown to him, thinking apparently that he would greatly intimidate me, he assumes an air of a governor, breaks out in great complaints about me, asks everybody if he is wrong and everybody replies to him that he is right, and in fact (judging) by the way in which he relates what he says, he is as right as he can be. "It rests only with the commissary," says he, "to provide me with quarters for a very small sum. I beg him to do so. He gives me his promise that he will do so. I depart. I return and all is changed. Monsieur is no longer willing to do so, and here I am in the street. He promises me furthermore that he will wait for me to (p. 161) write in co-operation with me, nevertheless his letters have gone. I have not even signed the reviews. It seems that I am a mere cipher here. I do not know what that means, and for a man who prides himself on having honor, it appears to me, I do not know whether I am mistaken, that that is not the way to behave . . . . I am not saying anything more about it and we shall see whether anyone will trifle in this way with De Lamothe Cadillac."

My fever however continues. I do not leave the house for ten or twelve days. Mr. De Lamothe goes out, makes visits, goes hunting and does not come to see me at all, does not even send to enquire about me and not inform himself about me any more than about a man who would be only to happy to come and make his excuses to him and to justify himself as soon as he has recovered.

During that time the soldiers[17] seeing that the *Baron de la Fauche* is ready to depart wish to be paid. They come to see me in great numbers, ask for money or their discharges and that they be paid what was due them from the past which had not been done for six years. I reply to them that as for money there was not any at all yet at present, that it was necessary to wait and that next year they would be given some without fail. They reply to me

[17] Duclos has a "who" here that cannot be represented in the translation.

to that that those were promises that people had been making them for several years and that they were tired of waiting because their creditors were tired of giving them credit and were pressing them extremely hard to pay them. I reply to them that they only have to send their creditors to me, that I would prevent them from persecuting them; that in regard to the credit, it was not necessary to have any, that they would be supplied from the warehouse with everything that they could need, and that as for the amount due them from the past, I should work immediately to pay it. I even began by having all the clothes that we had brought on the *Baron de la Fauche* given to them, but not satisfied with that which was all that I could do the soldiers go to see Mr. De Lamothe Cadillac calling his attention to the fact that they have not received one cent for six years, that they are heavily in debt, that they are in a very difficult[18] country and that they are in extreme need of money.

Mr. De Lamothe sends them back to me and tells them that they only have to come and see me, that I will pay them everything that is due them or at least that I ought to do so since I am the one in charge of the (p. 163) funds. The soldiers come back to see me, say that they wish to be paid absolutely, that I alone am responsible for doing it and that they know that on good authority. Several even have no scruples against saying that Mr. De Lamothe Cadillac has assured them of it. I reply to them that I do not know what Mr. De Lamothe's intention is when he makes them such speeches that he himself well knows that no money came on the *Baron de la Fauche* and even very few goods and precisely what was necessary to keep them from dying of hunger, by being extremely economical with them until the arrival of another vessel from France since I showed him himself the memorandum of everything that had been put on board that vessel for the garrison, and that I was at that time working on their back pay since I wished to pay several of them, after having deducted seven livres and ten sous per month from their pay for their provisions and for their clothes as is indicated in the orders for the funds, a deduction which they were not expecting to accept any discount, make a great commotion, great threats. I wish to try to make them listen to reason but not being able to succeed in it I am obliged to leave them and to shut myself up in another room.

[18] The French word is *ingrat;* perhaps "thankless, unprofitable" is closer to the meaning.

They go back again to Mr. De Lamothe Cadillac, tell him the causes of the complaints that they had against me inasmuch as I not only wished to deduct seven livres and ten sous from their pay per month whereas only forty-five livres per year had ever been deducted from their pay. Thereupon Mr. De Lamothe Cadillac replies to them: "I am not in control of it at all. If I had been in charge of the funds I should certainly have done you justice and I should certainly have found a way to satisfy you, but since I am not and since the commissary has asked to be in charge of them it is his business to find the means with which to pay you. I have no more to say to you; it is the business (p. 164) of the commissary. I do not wish to have anything at all to do with it and if some disorder also occurs I wash my hands of it and to speak to you frankly I should be greatly embarrassed. You are neither paid nor provided with quarters nor fed for you are not given anything but flour and some powder instead of meat that the commissary ought to have given to you in keeping with the King's intention and orders, and he will not pay you at least something of what is due to you. What does he mean then? That appears very hard to me and I admit to you frankly once more that if some disorder should occur I should be greatly embarrassed. I could not conscientiously have a soldier punished who deserted or committed some seditious act as I have several times seen soldiers who got themselves very well paid by force and nobody had anything to say to them, for what punishment can be inflicted upon a soldier when he is neither paid nor provided with quarters nor fed?"[19]

With such speeches it is not necessary to ask with what air the soldiers came back to my house to make another attempt. As I had fever at that time I sent them away telling them that I did not have any money at all to give them because the Court had not sent any; that I was very sorry about it; that I hoped that those times would not last and to leave me in peace because I was ill.

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[19] Duclos has the following note in the margin beginning at the top of page 164: "I do not report here the extent to which he carried his speeches with the soldiers for fear of being myself considered a liar. But it is certain, as several persons worthy of belief have assured me, that he said to them several times, 'Why do you not get yourselves paid by force?' The King sends a commissary here only for the purpose of having you paid and given everything that is necessary for you. If he does not know his Majesty's intentions, you must make him follow them."

My fever however left me, I went out. Mr. De Lamothe was still continuing the same speeches to the officers, to the soldiers, to everybody, adding to the officers who were complaining of not having been paid or provided with quarters for a long time that they ought to apply to me, that I was obliged by my office to find funds for both (purposes) and that there were at least in the King's warehouse some goods that I could not refuse them on account of what was due them unless I had resolved to make them die of hunger, which certainly was not his Majesty's intention. All these speeches showed me that he was extremely irritated against me. I did not think it advisable to go to his house in order not to expose myself to the embarrassment of seeing him turn his back to me or (p. 165) at least of his receiving me very badly, and I wrote to him a long[20] letter in order to try to make him recognize that I understood perfectly the falsity of all his fine arguments.

I informed him, to begin with, that when I had promised him to wait until his return from Pensacola to write to my lord Count de Pontchartrain I was expecting, as he gave me to understand, that he would return here before the departure of the vessel for Vera Cruz, but that since I had learned that he wished to have it depart before returning I had not thought it advisable to wait in order to give my lord news of the colony as far as it was possible for me (to do so) for the return of this vessel from Vera Cruz which might return only after three months and find on arriving there a vessel ready to depart for France; that I had not had him sign the reviews because he was not there at that time, and that I could not send my packets to Dauphine Island open in order to have him sign them and then seal them because I had no secretary nor any person at all to whom I could entrust such a thing; that in regard to his house, I was astonished that he was asserting that I was solely responsible for providing him with lodgings at practically no expense, since in addition to the reasons that I had stated to him several times that I had neither orders nor funds intended for that purpose, reasons to which he had never been pleased to make reply, he could inform himself by the priests who were at his door that in his absence I had tried to rent their house and even to buy it from them for the King's account and in order to provide quarters for him, for him and

[20] The French word is *grande;* perhaps the meaning is "fine."

for his family, with what they might owe the warehouse and the rest to be paid when there were funds, but that they had not been willing to do either; that I had searched for other houses to rent and that I had not found any at all; that he himself well knew that there were none at all at Fort Louis since he had been obliged to seize by force the one that he was occupying which the owner had been unwilling to rent to him no matter what proposal he had made to him for that purpose; that I was likewise greatly surprized that he was saying that a governor ought not to sleep in the street; that I did not know anybody who (p. 166) was trying to oblige him to do so or to prevent him from buying a house, as I had done, in order to provide himself quarters in it until the Court was in a position to have a house built for him; that I was even much more astonished by the ingenious speeches that he was making to the officers and soldiers in order to persuade them that it was my business to find the necessary funds, that is to say the money that would be needed in order to pay them; that he well knew that none at all had come on the *Baron de la Fauche,* and very few goods, as he had been able to see on the bill that I had shown to him; that it had likewise been possible for him to see in my instructions that I had no orders to look for funds or to pay what was due the officers and soldiers; that it had even been possible for him to read quite the contrary in a letter that Mr. Raudot had been so kind as to write me at La Rochelle in which he informed me that the salaries and pay would be paid when the times permitted it and that in regard to the provisions, I must conform to the practice that Mr. De Bienville had followed up to the present and that I had not conformed to it exactly. I wrote to him also that I had not had the honor of going to see him at all because I did not wish to expose myself to being ill received by him; that although I had sent him word that I was ill when he arrived here he had not condescended to come to see me or even sent to inquire about me and this together with the speeches that he was making every day about me gave me ground to think with reason that he did not wish to see me anymore and that my intention also was to spare him this unpleasantness, so that I should no longer have the honor of going to his house unless he first let me know that my visits were not displeasing to him by coming to see me first, the more so because I had made him the last visit even escorting him to the shallop, and that I was ill when

he had returned and I had sent him word that my illness was preventing me from going to see him, but that the service must not be interrupted because of that and for that reason I was very glad to tell him that although ordinarily in France they always assembled at the houses of the intendants or commissary when business matters were to be discussed on account of the papers that they might need and which they (p. 167) have nearer at hand in their houses than in any other place, still I was ready to betake myself wherever he might be pleased to indicate to me and even to his house when it was a question of some business or of assembling the Council and that thus he had only to let me know it.

And as I knew that he was the sort of man to deny the most evident facts as well as to call the most false things in the world true I added that it was useless for him to deny all the speeches that he was making and of which I was complaining because I had been informed of them from so many sources and by so many persons that I knew were honest people that I could not doubt them.

As soon as he had received my letter he worked for three days at replying to me in writing, but after having done so, seeing apparently that his reply although much better written doubtless than my letter—because he had put a great deal of study upon it which I had not done—nevertheless in comparison with mine would serve only to show that instead of replying precisely to the facts he was ingeniously wondering around loosely[21] as he is accustomed to do in all his discourses, he did not think it advisable to send it to me. He contented himself merely by saying to all those who came to see him:

"The commissary is complaining very bitterly[22] of me. You know, however, whether I have ever spoken ill of him. I have complained, it is true, of the fact that he was not furnishing me with quarters although he could easily do so. That was a favor that I was asking of him (and) that he had promised to me. He has not thought it advisable: I have nothing to say.

"He says that I am displeased with the fact that he wrote to the Court without waiting for my return from Pensacola. It is also true that he had promised me to do so. He alleges as his reasons that he thought that I would return here before the

[21] The French is *batre ingénieusement la campagne* ("beat the country.")
[22] Literally "extremely," (*extrêmement.*)

departure of that vessel. Could he not wait for its return from Vera Cruz? The *Baron de la Fauche* will be here in less than forty days, and forty days more or less, that is a trifling matter." Somebody says to him that it might very easily not be (p. 168) back for four months. "It will be here in less than forty days, I tell you, and remember that it is Lamothe Cadillac who tells you that. The Commissary asserts furthermore that I must go to see him first. Tell me, Gentlemen, I pray you, am I mistaken? I imagine I am the first in the colony; what is the truth about it?" Everybody replies to him, "Without a doubt, Sir, you are." "Well then, I want nothing more. Consequently it is for him to come to see me first." Somebody replies to him: "But Mr. Duclos is not disputing the priority with you. He asserts that the circumstances change that fact a great deal and says that since he was ill when you arrived here and since he sent you word that he was and that this prevented him from coming to see you and furthermore as you seemed angry . . . ." "It is true," continues Mr. De Lamothe, "that he writes me that in his letter, but as an honest man I have not heard any person whomsoever speak of it at all and only since his letter do I even know that he has been ill, and there is the surgeon major who is present here and he can assure you that he has not said a single word to me about it."

The surgeon major maintains to him that he told him about it on my behalf. Another officer who was also present even gives assurance that he was a witness of it and that furthermore he also told him himself about it another time. "I must then," replies Mr. De Lamothe, "have been very absent-minded or have been occupied with something else. I have so much business in my head, for as a man of honor I repeat once more I have no idea of it. But that is not the point in question. He asserts that I have made many speeches about him and I have never spoken of him. Let him prove it to me. He says that I have; I say that I have not; so which of us two shall be believed? I maintain that I am as worthy of belief as he, and let us see whether my lord De Pontchartrain will be satisfied with speeches that he will write him that I have made about him without being able to prove it. As soon as one is willing to give credence to tale-bearers it is impossible to be on good terms with any person whomsoever. He asserts that everybody tells him that I have talked about him. Let him name to me only one or two of those persons, as I shall

certainly inform my lord, and (p. 169) we shall then see whether that is true."

The majority of those to whom he made these speeches were the very same ones to whom he had made those of which I was complaining. The very same man to whom he had written was present at this conversation and still had his letter in his pocket, but none of them dared to tell him the contrary and still less to give him the lie or to show him his own letter. Mr. De Lamothe Cadillac is too greatly feared by everybody and there is nobody who does not dread extremely to quarrel with him because of his cunning and crafty spirit which they know perfectly. They contented themselves with wondering at his effrontery in maintaining falsehoods before men who he knew were not ignorant of the truth of the contrary of what he was saying to them.

The conclusion of his speech, as one may easily notice, tended only to oblige me to name those who were reporting to me in this way all those (speeches) that he was making, in order to find an opportunity to involve me in a quarrel with everybody and in order that no one in the future would any longer dare to inform me of all that he was devising thus against me. But his hope was vain. I had the pleasure by not naming anybody of seeing all the officers go to his house very often with the express purpose of hearing all his speeches and then come to me afterward to make a thousand pleasantries about them, certain that I would not sacrifice them to his resentment; and Mr. De Lamothe is so infatuated with his superior intellect that he has never perceived that all those who seemed to applaud his speeches and his arguments most were precisely the ones who were making most fun of him. He even said sometimes inadvertently to those who he imagined were entirely devoted to him: "The Commissary is not following the right road to quarrel with me in this way. A governor is always in supreme authority in his government and especially in these countries where one is far from the sun,[23] for in short he can complain of me only about some things that I have said. I will deny them. He will have to prove them. It will take two years for that purpose and during that time nobody will think of that any longer. Things of this sort are forgotten and the governor has (p. 170) always accomplished his purpose.

[23] The French for this rather curious expression is *et surtout dans ces pays cy que l'on est Eloigné du Soleil.*

So it is to understand one's interests wrongly to quarrel with the governor. He always has a year at least ahead of himself to execute all that he wishes." And in fact I think that in that he is reasoning very correctly. So in order to cut short all these vexations, since I find it impossible to be on good terms with him,[24] I prefer to withdraw from this place and to abandon the field to him. This is what is making me decide to ask my lord to recall me to France, as I have had the honor to indicate to you at the beginning of this letter, in order to profit as much as it is possible for me to do by this advice of Mr. De Lamothe whom I have found to think correctly only on this occasion alone.

In this idea that I never should be able to prove anything against him and firmly resolved not to lay himself open to any other attacks[25] Mr. De Lamothe still continues his ingenious conversations with the officers, with the soldiers with everybody. The officers however, as you may have noticed because I have just said (so), come back very quickly. I show them the memorandum of all that came on the *Baron de la Fauche* together with Mr. Raudot's letter, and thus that it was impossible for me to give them money or even any goods except the flour that was supplied to them on the account of what was due to them, because we had very little of it.

But it is not the same with the soldiers. They assemble in troops, come to my house, go back to Mr. De Lamothe's, talk of nothing less among themselves than of plundering or burning the King's warehouse or at least what belongs to the commissary. I was working however as much as my feeble health was permitting me to do at paying off each one and at seeing what could be given them on the account of what was due them, in powder since we had nothing else to give them.

Several soldiers however form a plot to desert. Four have already disappeared. Mr. De Lamothe is informed of it and he sends (men) (p. 171) to look for them two days after they have escaped and nevertheless he does not fail to send an entire Indian village on this expedition, which, he sends me word by the King's lieutenant, it is necessary for me to arm and equip. In fact I have powder, bullets, provisions and other useful things[26] given

[24] Literally "in the impossibility in which I am of being able to live well with him." (*dans l'impossibilité ou je suis de pouvoir bien vivre avec luy.*)

[25] Literally "not to give any other holds at all on himself", *et bien resolu de ne point donner d'autres prises sur luy.*)

[26] Literally "utensils," (*ustanciles.*)

to them. I saw clearly that it would only be a useless and wasted expenditure and that he was seeking to cause the immediate consumption of the few goods that we had brought, but I do not wish that he be able to say that I refused anything that concerns the the service.

Some time later an officer catches one who was the ringleader of the band and the most seditious when he was ready to desert with four others. He puts him in prison and informs Mr. De Lamothe of it who, not daring to set him free, which would have been too conspicious after what I had written to him and which nevertheless was his intention, orders the major to make the necessary investigations. The major makes his investigation according to which this soldier is convicted of being the ringleader of the sedition and of having exhorted all his comrades and as much as he had been able to desert with him and since he departed he ought at least to have been sentenced, according to the ordinances of the Navy, to the galleys. But Mr. De Lamothe, who is very little embarrassed by ordinances when they are not in conformity with his designs, goes and finds the major and tells him that his intention is absolutely to save this man no matter what may happen and that thus he advises him as a friend to state in his final decision[27] that he sentences him to emprisonment for one month or for two at the most because if he decides upon a severer penalty he will have the dissatisfaction of seeing that his decisions are not followed. The major, who knew that he was an adroit enough man to carry out in fact his design, draws up his final decision in keeping with what Mr. De Lamothe tells him.

Mr. De Lamothe some time afterward—for this case lasted more than a month—chose a day when I was ill and at the same time that another officer also was ill to assemble the court martial. He summons us both, but since we were unable to be there he appoints in our places Chevalier d' Epervanche, who is not twenty-two years old as he ought to be according to the ordinances in order to enter (p. 172) a court martial, and his son whose vote together with his according to the same ordinances ought to be counted as only one. As soon as the court is assembled, before proceeding to the trial he makes a big speech with the pretext that there are several young men who have never been

[27] The word translated "final decision" is *conclusions*.

members of it and who do not know its laws, as was true, but in fact in order to give everybody to understand that no matter what might be considered in the court only what he considered right would be adopted. He even did not hesitate to say this in explicit words and that what he considered right was at the utmost emprisonment for one month. He had the evidence[28] brought out and as according to this evidence the soldier was absolutely guilty and convicted he asserts with assurance that it is very badly drawn up and that it lacks a formality that renders it void because in it the depositions of the people who are guilty and accomplices of the accused are received as testimony against him. This makes it imposible, adds he, to be able to render sentence according to this evidence; and instead of having it drawn up again or of having new evidence prepared since that would not serve he still proceeds to the sentence and for that purpose begins by opening the final decision of the major and reads it out loud, which is against orders since it is to be read only after the vote of each one has been taken, and asks Chevalier d'Epervanche if he is not of the opinion of the major. Chevalier d'Epervanche, not daring to contradict him, says "Yes." He passes on to his son who doubtless is of the same opinion and to another, Sieur Blondel, Chateaugué's ensigne, and since he hesitates a little Mr. De Lamothe says to him: "I have already declared to you that no matter what you think I would do only what I shall think right,[29] so it is useless to cast your vote for any other thing than for the final decision of the major which even seems to me a little too harsh for the case in question." So that Sieur Blondel said that he was of the same opinion. As soon as he got these three votes he did not trouble himself greatly about the three others. One voted for the galleys; the other for sending him back to France at least in order to rid the colony of him because he was a seditious spirit; but Mr. De Lamothe who thought him for that reason very necessary for his designs did not fail to add his vote to the three first. (p. 173) They wrote, each one signed, and then the soldier was sentenced to emprisonment for only one month.

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[28] The word is *informations*.

[29] The expression translated "right" here and in the fourth line of this page is *à propos*. This is the expression usually translated "advisable."

(To be continued)

A TWELVE YEAR LAWSUIT IN NEW ORLEANS DURING THE SPANISH REGIME (1781-1792)

By HENRY P. DART

Based upon a condensation of the original record in the archives at the Cabildo, by Miss Laura L. Porteous.

August 22, 1781.
Nicholas Favre Daunoy vs. Marie Elizabeth Destrehan, widow of Carlos Favre Daunoy, over the ownership of a piece of land in New Orleans.
No. 3482. 492 pp.
Courts of Alcaldes Guido Dufossat, Jacinto Panis and others.
Assessors, Postigo, Ortega, Serrano and Vidal.
Escribanos, Mazange, Rodriguez, Pedesclaux, etc.

This record is in certified copy, the originals having been sent to Havana when the case was appealed, but the proceedings subsequent to the judgment on appeal are in original.

(See summary in La. Hist. Qy., January, 1934, p. 208-9.

This paper is based upon a condensation by Miss Porteous of an extremely large file covering a litigation in New Orleans which was begun in 1781 and concluded in 1792. The original file and the transcription by Miss Porteous are filled with uninteresting notices, pleas and whatnot. The condensation alone involves some 15,000 words, and it results that the central idea of the litigation is literally buried in a mass of things that are irrelevant to the present generation. Notwithstanding this particular material is uninteresting, it is the writer's belief that the case presents features that may be useful to the student of our ancient law, and attractive to the general reader. With that end in view, this paper has been prepared.

We have found in this file the first evidence that tends to support the charge made at and after the Louisiana Purchase in 1803 that civil litigation in the Spanish Louisiana era was prolonged, wasteful and never-ending. Another charge emphasized by Governor Claiborne and some historians reflects upon the fidelity of the judges and other Spanish officials having cognizance of such litigation. We will not be able to confirm or to deny these charges until the work of indexing and calendaring our Spanish Judicial records has been concluded, because the

proof or disproof of these charges should be found in the last decade of these records, say 1793-1803. The parties plaintiff and defendant were people of consequence and high standing in New Orleans. The plaintiff was the brother-in-law of defendant and it may be that one or both had political influence and that this was exerted to delay the cause but the twentieth century reader, cannot avoid a feeling of exasperation over the technicalities and delays exhibited in this file which wasted the substance of the litigants and kept them in court from 1781 to 1792.

An impartial review of the record would attribute the greater part of the delays to the abuse of the simple, yet cumbersome legal procedure of that era. Aiming at simplicity and speed, this procedure was, however, not automatic and depended upon the litigants to set and keep the process in motion. The record is filled with the explosive fury that is inevitable when relatives go to law. They seemed to have caught at every opportunity and to have exhausted every legal quibble, and to have played to the last card every legal right in pleas and counter-pleas, taking advantage of every delay and getting extensions of such delays, so that between positive effort and masterly inactivity, they eventually built up a file of notices, motions, orders and what-nots that seem at this date suggestive of a desire to wear out and pull down the patience of adversary and judge.

The suit involved a simple problem, to-wit, whether plaintiff was the lawful owner of three vacant lots at the corner of Conde (Chartres) and St. Philip Streets in New Orleans, measuring 120 feet front on the former street, by 180 feet in depth and front on the latter. The location was once the residence of John B. Destrehan, a high official in the late French local government. He died between 1771 and 1773, but a fire had destroyed the buildings and at an auction sale of his estate, October 22, 1776, these vacant lots were adjudicated to Nicholas Favre Daunoy (plaintiff herein) for a price that is variously stated, but nowhere with a positive figure. However, we are inclined to think from something in the record that the price of the adjudication was 400 pesos. The file in the Destrehan Succession was not found among our Spanish Louisiana Archives, but a certified copy of the partition of the same is in the Succession of Charles Favre Daunoy and a summary thereof is printed in Louisiana Historical Quarterly, Vol. 16, p. 163 (1932).

The defense to plaintiff's demand was that he attended the sale of the Destrehan estate only in his capacity of agent for his brother, Carlos Favre Daunoy, the husband of the defendant who was acting for his wife in that proceeding and in the appointment of his brother as agent. It is alleged that all purchases made by plaintiff at that sale were for defendant's account and paid for out of and through the medium of her share in the estate of her father, Destrehan. During the course of her pleading, she conceded that subsequent to the adjudication her husband had made an oral donation of one of the lots to the plaintiff but she insisted that this donation was something separate from the adjudication. That as previously set forth the whole adjudication was for account of defendant no matter in whose name it was taken. Much of the written evidence adduced by both sides and also the oral evidence applies to the facts of the original adjudication and only a small particle of evidence tended to show that the plaintiff was acting in his own interest and not that of his principal at the time the three lots were adjudicated to him.

A fair interpretation of the documents, pleadings and proofs piled up by both parties would indicate the correctness of the contention of Mrs. Destrehan-Daunoy (the defendant), for it was not denied by plaintiff and could not be denied that he had attended the auction under a procuration executed by defendant's husband and nowhere in the record is it suggested that he notified her or her husband of his individual interest in one only of the various items adjudicated at the sale. Under the just and equitable provisions of the *Partidas* (the Spanish Code of laws), the judgment might well have gone in favor of the defendant, particularly as both parties in their pleadings and proofs exchanged charges of fraud and bad faith. It was a principle of law then as it is now that under a charge of fraud perpetrated by an agent on his principal, the door is wide open to both sides for proof of all kinds that would tend to establish their several contentions.

Under this review of the case, the defendant might well have lost his suit for all of the three lots because he stood upon his written title under the adjudication and disclaimed the donation of one of them, but in reaching this conclusion, it must still be remembered that the record shows a scintilla of evidence favorable to the plaintiff in the shape of oral depositions of wit-

nessess tending to prove admission by the defendant's husband that this particular purchase had been made for the plaintiff's own account. The rule which we have today rejecting oral evidence to prove the declarations of a deceased party against his own interest seems not to have prevailed in the Spanish practice. In any event, no such objection was made at this trial.

The contentions of the defendant were sustained by Alcalde Panis in a judgment rendered November 5, 1782, on the advice of the assessor licenciado Postigo, declaring that Nicholas Daunoy, the plaintiff had not proven his action and demand well and completely and that on the other side, Mrs. Destrehan-Daunoy the defendant had proven her exceptions and defenses; in consequence

> "I must absolve and make her free as I do make her, from all demands against her by Nicholas Daunoy imposing upon him, perpetual silence, so that neither now nor at any time can he ask anything from her, for this is my definitive sentence, judging thus I pronounce order and sign.
>
> "Fees sixteen pesos."

While this judgment was pronounced by Alcalde Panis and countersigned by his legal adviser, Judge Postigo, the former did not stop there but added a further decree ordering the proceedings to be sent for consultation to Antonio Serrano Doctor Licenciado, a resident of Havana, sending the original proceedings and retaining a sealed and closed copy for the files in New Orleans. The defendant opposed this reference, insisting that the legal advice of the local assessor, Postigo, was sufficient to enlighten the Alcalde and should have been followed by him, and furthermore, that there is in Havana a tribunal of Appeals to which her opponent could have recourse. Daunoy on the contrary prayed for the execution of the last decree ordering the case submitted to the new legal adviser in Havana. Upon this new issue, the Alcalde modified his last decree to the extent that the proceedings should be transmitted through the hands of the Governor of the Province in Louisiana to the City of Havana and that the Licenciado Serrano should be joined by Doctor Don Francisco de Arriaga. If the recitations of the defendant's plea were correct and a Tribunal of Appeals was in existence in Havana, it is clear that the Alcalde should not have sent the proceedings to the two doctors of law for their advice.

The foundation for this contention lies in the report dated February 27, 1772, by the Council and Chamber of the Indies to the King on O'Reilly's Statements (report) where it is noted that he recommends that appeals from the Louisiana court

> "should not be carried to the audiencia (a higher court) of Santo Domingo . . . but to Havana where a tribunal should be established for the purpose, composed of the governor, the auditors of war and marine, the attorney of the royal *hacienda* and the clerk of the government."

The Council approved this suggestion and advised that Cedulas should be issued to the Ministers of Havana and New Orleans on those lines with the qualification that the intendants of the royal hacienda and marine are to have voice and votes in the new tribunal to be formed at Havana.*

The King had previously under date January 28, 1771, issued an order approving O'Reilly's action in creating a form of government for Louisiana and appointing Unzaga as political and military governor. In this order he also approved the formation of a tribunal composed of the Captain General as president, the Auditors of War and Marine, the Attorney ("fiscal") of the royal hacienda acting as Attorney and the clerk (escribano) of the government as clerk

> "to which these my vassels can appeal and from it to the Council without being obliged to apply to the more distant audiencia of Santo Domingo. This shall be understood in the Council and in the Chamber for its observance; and the Cedulas shall be issued and measures provided for carrying into effect what has been determined."†

It is possible that the Tribunal of Appeals did not begin to function before the date of the order of Alcalde Panis but the answer of the defendant asserts the contray, namely, that the Tribunal is in existence and that the appeal should be lodged there. The Alcalde, however, may have had reason for doubting the advice of the local licenciado and in consequence was seeking to obtain advice from official attorneys in Havana who would be unaffected by local prejudices; to this extent his references left the case in an unfinished condition. His judgment

* French, Historical Collections of Louisiana, Part Fifth, N. Y., 1853, Appendix p. 249.
† French, *Ibid.*, pp. 246-7.

would not become final until he received the advice of the two lawyers in Havana. In any event, the issue seems to have passed out of the case for on February 14, 1783, the two legal advisers, Arriaga and Serrano rendered a decision raising a new point that apparently had been overlooked during the conflict below, to-wit, that it did not appear from the record that the minor child of Carlos Daunoy, issue of his marriage with Marie Destrehan, the defendant, had been notified of the proceedings which led up to the decree and the learned doctors held that the proceedings,

> "without the citation of the curator of the minor child of said decedent, are null, as is likewise the judgment and also the advice of the local Auditor of War."

The court said in substance:

> It is known that the intervention of all the parties is necessary for a judgment and that the said minors having had representation at the beginning of the lawsuit, this representation should have been continued until the end. Therefore, the result for one is the same as the other, the nullification of the decision, first because it lacked order of procedure, which ordinarily should be; send a copy of the petition to the curator, then to the widow and afterwards return it to the plaintiff with a copy of the answer and of the written document (which is entitled answer), a copy of this to be given also to the curator and to the widow. There being two to two, each one should have asked for the records for examination so as to receive the cause for proof, with time capable of extension as the law allows. This concluded, a publication of the proofs must be made and the record is delivered to allege as well proven.**
>
> If the parties have challenged the witnesses they must do so in the six days that are conceded for this purpose, a copy of the written challenge is given and the answers as to that, must be received for proof within one-half of the time that is conceded for the principal cause. When all of this has been concluded, the allegation having been made, send a copy of it and the answer to all. The judge then asks for the records and upon examination cites the parties for the sentence.

** All of our records show that the last action of the litigants in Spanish Louisiana courts was to file a pleading incorporating the points upon which a judgment is asked, which document is called the pleading "to allege as well proven" the points which have been set forth in the document.

> The other nullity is a decision without citation. Therefore, in no case can the judge omit, as he has done, attending to what has been here explained, so as not to defer the definitive sentence. It seems to us in conformity to law that the records of the case be delivered to the curator so that he may contest all the proceedings, and this done the cause be received for proof within nine days that can be extended to eighty if there should be reason for more time, so that the parties can show more evidence; also the testimony of the witnesses must be ratified and all that may be favorable will be reproduced, following it up to the stage as has been said to cite for judgment, which we can not advise now because it is not the time.

This judgment concludes with an assessment of the fees of the judges at forty pesos for each one of them, which is granted in favor of the litigating parties. This judgment is signed by Arriago and Serrano with official law stamps attached and the signatures are attested by two notaries of Havana under date February 14, 1783, in which they certify that Don Francisco de Arriago and Licenciado Don Luis Serrano are attorneys of the Royal Auidences of Mexico and Santo Domingo and that all credit must be given in justice and outside of it.

The opinion has some small historical value as a repetition of settled practice in Louisiana, because our study of the Spanish Judicial Records anterior to 1781 has demonstrated that the procedure outlined in the opinion had been faithfully observed in the courts of Louisiana. It had been established by O'Reilly in his famous ordinance of 1769 and the opinion of the lawyers in Havana is only a brief reflection of the printed text which should have guided the Louisiana Courts.†

Upon the return of this opinion the trial of the case was renewed with the same fury that pervaded the atmosphere of the first trial, but the parties were careful to track the advice given in the opinion of Arriago and Serrano, taking their time, however, so that judgment was not rendered thereon until December 23, 1783. Alcalde Josef Le Breton Dorgenois who succeeded Panis, decided that the lot adjoining Mrs. Destrehan Daunoy's other property belonged to Nicholas Daunoy and that she must reimburse him for the price or costs of the other two remaining

† See a French copy of the Ordinance in the Appendix to Gayarre, Histoire de la Louisiane (1847), Vol. 2, pp. 384-427. Also a translation into English; French, Historical Collections of Louisiana, Part Fifth, Appendix, pp. 254-288 and in Gustavus Schmidt, Louisiana Law Journal, August, 1841, Vol. 1, No. 2, pp. 1-60.

lots, reserving to him also the right to claim damages for his dispossession of the property and the loss of the use of his money, condemning, however, each litigant to pay the costs of what they had prosecuted in common by one-half each and for the remaining costs, each one for what he has caused. In reaching this conclusion it is wholly possible that the judges of the time and place took into consideration the bad feeling engendered in the litigation. They unquestionably knew the parties socially and it was manifestly easier to tip the scales of justice in favor of both, giving each a partial victory, thus avoiding any comment or criticism on the oral testimony of either. This weakness or diplomacy of the judicial office is sometimes thought not to have ceased even in the present day.

In January, 1784, Alcalde Francisco Maria de Reggio succeeded Dorgenois and on the 13th of that month plaintiff applied for an appeal to the Tribunal in Havana. The defendant concurred and said that she too was not satisfied with the sentence and applied for an appeal. The curator (Pedro Bertoniere) joined in the defendant's plea for appeal and the Alcalde rendered an order "that the appeal be freely admitted and for both parties, let the records be delivered so that they may state their grievances." After many more gestures, pleadings and notices, the case reached Havana and the judgment of the Tribunal of Appeals for the Province of Louisiana was rendered on July 21, 1788. It appears from the record that there was a lapse in the litigation in Louisiana for nearly four years before this appeal was finally lodged in Havana. There are intimations that the record was lost in transmission by sea. It may also be that there is a gap in the record due to exposure and losses in the subsequent period of American custody. The judgment pronounced by the Tribunal declares that justice requires that the case should be determined finally in the appellate court. The judgment of the lower court is affirmed as to the lot of ground adjoining Mrs. Destrehan's house. This is held to belong to Nicholas Daunoy "and with regard to the payment for the other two lots to which he subsequently amplified his demand, let him reserve his right so as to use it when convenient to him."

It may be of interest to posterity to preserve the names of the various persons sitting in this court and the other offices held by

them. It is recited in the judgment that the court was made up of the following persons:

> Joseph de Espeleta y Galveano, Chevalier of the Order of San Juan, Brigadier of the Royal Armies, Colonel of the Regiment of Infantry of Navarra, Subdelegate of the Superintendent General of the Mails, Posts and Couriers, Judge Protector of this City, Captain General of the Island of Cuba, Province of Louisiana and of the Two Floridas and President of the Tribunal of Appeals for it;
>
> Joseph Pablo Baliente (Valiente y Brabo) of His Majesty's Council, Prosecuting Attorney for Crime of the Royal Audience of Mexico, Intendant General of the Army and Royal Treasury of this Island of Cuba;
>
> Domingo Hernany y Arandia, Chevalier of the Royal and Distinguished Spanish Order of Charles III, Commissary of War for the Marine and Principal Minister of Register for this Port and Island.
>
> Doctor Don Ignacio Ponce de Leon y Maroto, Advocate of the Royal Council, Counsellor of the Holy Office of the Inquisition, Auditor General of War for the Marine and for the Council of the Department in Forensic;
>
> Josef de Cartas y Thejerina, Honorary Judge of the Royal Audience of Guatemala, Lieutenant Governor and Auditor of War of this place;
>
> Josef Varea (Barea) Advocate of the Royal Audience of the District, Fiscal of the Royal Treasury and all Judges of the Tribunal of Appeals for the Province of Louisiana for His Majesty.

The decree however, is signed with simplicity, thus:

> Espeleta, Valiente, Hernany, Ponce de Leon, Cartas, Barea;
> Before Ignacia de Ayala acting Escribano for the Government.

Upon the return of this decree plaintiff filed the same suggesting that as the defendant has cited no grievance against the decree it is now left with the court to enforce it "and to consult the Superior Tribunal from whence it proceeds founded upon the doubt that has occurred to him to execute it in all its parts." This specious plea is denied by the Alcalde, probably on the theory that the plaintiff could not take the benefit of the judgment in one part without accepting it as a whole. However, he permits the plea to be sent to the Tribunal of Appeals in Havana. In the meantime, the defendant filed a pleading protesting against the

decision in Havana and declaring that she was "appealing to the Royal and Supreme Council of the Indies or to whatever place she could and would according to her rights against the decree rendered in the decision of the Superior Court of Appeals in Havana." In April, 1791, the Court of Appeals of Havana repeated the judgment previously rendered and added thereto a decree to the effect that the sentence pronounced on July 21, 1788 had not reserved any recourse, leaving it as a decree consented to and that it must be executed as rendered, and consequently the effort of the defendant, Mrs. Destrehan to reach the authority in Spain is denied.

Thus at the end of the long litigation in 1791, plaintiff's title to one lot was maintained and his claim for the other two was left open for another hearing and further evidence. The existence of the written adjudication for the three lots did not it would seem control the opinion of the judges and the oral evidence which established his title to one of the lots would have justified a disposition of the other two in favor of the defendant. The court evidently did not give effect to the written adjudication as conveying a title to the plaintiff and having granted him the relief in so far as one of the three lots was concerned, the judgment must clearly have been based on the oral gift made by the defendant's husband to the plaintiff after the adjudication. There was no written evidence of this gift and we assume it was maintained upon the judicial admission of the defendant that it had been so made by her husband after the adjudication of the three lots.

Upon the return of this judgment to Louisiana it was filed in the court of Alcalde Juan Ventura Morales, who had succeeded to the office of Alcalde, with Josef de Ortega as assessor and Pedro Pedesclaux, escribano. The plaintiff presented a petition asking to be put in possession of the lot adjudged to him and he reserved his further rights as indicated in the judgment concerning the other two lots. Thereupon Alcalde Morales rendered judgment ordering that plaintiff be put into corporal possession of the lot in question and fixed a day for that procedure. On July 6, 1791 physical possession was delivered to plaintiff. The document evidencing this action reads as follows:

> "New Orleans July 6, 1791. Juan Ventura Morales Royal Official of America, Principal Accountant elect of the Army of this Province for His Majesty, Senior Alcalde of this city and its jurisdiction, accompanied by the pres-

> ent escribano went to a lot of ground situated in this city on St. Philip Street, measuring 60 feet front by 120 deep adjoined on one side by Maria Elizabeth Destrehan's land and on the other by the two in litigation between the forenamed and Nicholas Favre Daunoy. There was likewise present Felipe Guinault who said he was charged to assist at this proceeding for Marie Elizabeth Destrehan. His Honor gave possession, real, actual and corporal, in conformity to law to Nicolas Favre Daunoy, and in sign of true possession he has taken him by the hand to the said lot where the said Daunoy detached and pulled off a picket from the fence and made other possessory acts without raising the least contradiction and in which he was protected so that no one could disturb him without first gaining a lawsuit against him and having taken quiet possession all those taking part signed."

We have followed this prolonged litigation through 11 years. During that time it passed out of the court of the original judge to his various successors in office, and this applies also to the higher officials, governors, assessors, judges, etc., who came and went during that period. The case of Daunoy vs. Daunoy was thus a running sore of litigation in the New Orleans courts for more than a decade and it may be true that everybody save perhaps the litigants had grown callous and disheartened over the quarrel, but the litigation however, was not yet ended. Innumerable questions were presented that required the intervention of Governor Carondelet. These problems are not interesting now, and are noted only to show that it was apparent the suit would be continued indefinitely over the remaining two lots, but the litigants had been paying costs and lawyers fees far in excess of the value of the thing at issue, and on April 27, 1792, they presented a joint petition to the court saying "for the peace of their souls and to end the vexations that this suit has produced, they have agreed to end this process." Accordingly each litigant assigned to the other one of the disputed lots and agreed to divide the costs. Before this desired end could be reached, however, new questions arose. The Governor, who is now in charge of the case, was not satisfied that this settlement could be made without the intervention of the minor child of the defendant and proceedings were taken to appoint a curator to him. He was an officer in the military regiment of Louisiana, but less than twenty-five years old. Assuming his right to act in his own right, he intervened and approved the agreement, but this did not meet the exigency; the routine of the law had to continue grinding.

Finally, the minor requested that Francisco Collell, Captain of the Regiment, be named his curator ad litem, who served and in due course consented to the compromise.

For the benefit of the legal profession of today, we should note the names of the lawyers whose genius fed the flames of this prolonged litigation, but here we meet a curious situation. Lawyers appear and disappear; thus in 1781, plaintiff signs the pleading without counsel of record; the defendant is represented by Francisco Broutin, one of the small group of favored lawyers known as the attorneys of the Cabildo. The minor is represented by Rafael Perdomo, another member of this group. In 1782, the situation is the same. In 1783, 4 and 5, all lawyers disappear and the parties continue the litigation in person, but the pleadings bear all the earmarks of legal composition. After 1785 Antonio Mendez, attorney of the Cabildo comes in as counsel for plaintiff and continues to represent him to the end. The defendant in 1791 appears through Felipe Guinault, as counsel, one of the favored group. The representation of the minor by counsel had ceased and his disappearance as one of the parties seems to have been overlooked and this created the point upon which the judgment of Alcalde Panis in 1782 was reversed in 1783. There can be reasonable doubt that all parties continued to be represented by counsel during the litigation, but why these lawyers ceased to appear of record is one of the problems the file does not solve.

As the noted case approached its end, new proceedings for the recovery of fees and costs and charges were filed, and almost the last word of the record is a seizure in behalf of Escribano Pedesclaux for 294 pesos 7½ reales for the cost of a certified copy of the record furnished to Mrs. Destrehan for the purposes of her appeal and the record closes with one of her slaves in jail, seized in order to be sold for the payment of these costs. We ought not to close our review without attempting to show the sum total of the court costs. There was an incessant taxation of these, a steady flow of costs and expenses in Louisiana and in Havana with unstated sums for lawyers fees to be added. The services of an auditor would be needed to unravel the details. The Pedesclaux item is only one of these items and we can safely say that the value of the property whatever it was had been exceeded in the judicial expenses incurred, leaving both parties in debt, thus justifying the old saying that a compromise before going to law is better than a compromise after you have worn out your body and pocketbook in litigation.

DOCUMENTS CONCERNING THE WEST FLORIDA REVOLUTION, 1810

Introduction By
JOHN S. KENDALL

SECOND INSTALLMENT
(Continued from January, 1934, Quarterly)

II.

Delassus' Answer to the Convention's Address

Señores diputados:

Por los tres señores nombrados por esa deputación, Don Philipe Hickey, Don Manuel López y Don Josef Thomas, he recibido el día 28 de este mes, el mensagero que la junta celebradda con permiso, me ha dirigido con fecha del veintisiete del mismo.

Quedando enterado de su contenido, debo manifestarle a Vmds. quanto me tranquilisa y me es satisfactorio el ver la unanimidad con que los Diputados del Pueblo se han portado, sobre todo manifestando su patriotismo en el principio de sus deliveraciones, con el fin de promover la seguridad, honor, y fidelidad de esta porción de Los Dominios de nuestro amado Rey el Senor Dn. Fernando 7°.

Quando me hallé informado de los movimientos que existieron para sublevar esta fiel Población, no dudé un instante de la fidelidad general de los que no han cesado de dar pruebas de ella desde que prestaron el debido Juramiento a la Vandera Española, y en esta inteligencia despaché inmediatamente a los señores Dn. George Mather y Dn. Phelipe Hickey al Bayou Sarah (de donde parecía venían todas las noticias alarmantes) para que de acuerdo con aquel Comandante se hiciese una Asamblea de los habitantes, pues esperava que una vez reunidos se calmarían los más débiles y sesarían las inquietudes dimanadas de las perversas insinuaciones que habían esparcido los malvados enbidiosos de nuestra fidelidad y buena armonía, y de ésta se ha seguido la Junta actual que he permitido sin balancear como es constame; porque de sus verdades (según comprehendo) log-

raremos una tranquilidad permanente en este territorio exento de las intrigas forasteras que no tienen otras miras que la ruina de estos honrados habitantes.

Aprecio como debo las gracias que Vmds. se sirven manifestarme en esta circumstancia, pero no habiéndome sugerido otra idea que la de cumplir con los deberes de mi empleo honroso, de conservar intacta esta parte de los Dominios de S. M. C., confiada a mi cuidado; no he hecho más que llenar en cuanto me ha sido posible los preceptos de mi obligación, cuyas disposiciones me lisongeo infinito podrán tranquilizar el Pueblo, y con cuyas ideas me hallarán siempre disquesto a contribuir con Vmds. a conservar esta tranquilidad todas y quantas veces comprehenda no se hallen en lo más mínimo opuestas a las leyes que rigen, disposiciones de mis superiores, y contra mis instruciones, que creo firmamente es el ánimo de Vmds: y esta crehencia me hace comprehender se servirán a representarme los agravios que puedan haber experimentado algunos en particularidad o en general, y de los quales no haya yo sido informado para obrar en justicia como lo he practicado quando he allegado a mi noticia. Pero uno de los puntos esenciales que urge esté yo instruido, según como serán Vmds., es, que se halla constituido todo buen habitante a declarar y darme entero conocimiento si lo saben (como que están obligados por las proclamas publicadas en esta Plaza demás Distritos de mi dependencia) quien es el autor o autores de los Pasquines sediciosos para sublevar la población, y los de las falsas voces que se esparcieron en los diferentes distritos para hacer creer que estavan sublevados, hasta proferir la especie de que se había incurido en el crimen de haber enarbolado el Estandarte de la Independencia, y esparcir aquel infernal proyecto en el día en que arreglándose las milicias de todos los Distritos por mi orden, tomaron las armas para exercitarse y ser empleadas en la defensa del país contra las maquinaciones francesas, y disponer lo conveniente a medida que fuesen tomando incremento las noticias que tengo de personas empleadas por el gobierno en los parages adonde pueden adquerirlas ciertas, y particapármelas, como lo han hecho hasta ahora con la mayor exactitud.

Por lo que respecto a las demás puntos que me anuncian Vmds., si estos aparecen de una naturaleza que yo pueda acceder a que se cumplan, no deben dudar de la satisfaccion con la qual me prestaré a elle, y si son de importancia que excijan una deter-

minación superior a mis facultades, los dirigiré con la mayor prontitud por la vía regular; en la inteligencia que vivo persuadido que todo lo que me anuncian Vmds. sin duda será arreglado a las leyes baxo las quales vivimos tan felices, y estaré pronto para recibirlos con el mayor recocijo el día que se sirvan Vmds. avisarme, con el fin de oír sus demandas como representantes de estos fieles vassallos, y como cooperadores en la conservación de este territorio a su legítimo Soberano Fernando 7° con todos sus regalias.

El deseo que manifiestan Vmds. de conservarme por su jefe en nombre del pueblo, y sostener mis disposiciones, me es summente grato, y si mis esfuerzos y deseos para la felicidad de estos habitantes fuesen susceptibles de aumentarse, no hay duda que sería ahora la oportunidad más propicia, considerándome siempre dichoso de merecer la buena voluntad de un pueblo fiel a su rey y sabias leyes. Reitero a Vmds. las más sinceras gracias por el particular afecto que me manifiestan haciéndose responsables conmigo acerca de la superior autoridad, porque siendo por Rs. ordenanzas el jefe solo responsable de sus operaciones y disposiciones, no puedo admitirlas, sin embargo que creo convencer la buena intención con la qual se sirven ofrecérmelo; lo mismo que por la generosa demostración de mantener mis sueldos a sus expensas que tampoco puedo adherir por estar muy satisfecho y honorado con la paga que recibo del Rey mi amo el Señor Dn. Fernando 7°. Pero como debo presumir que esta proposición dimana de una oferta patriótica, entonces cuando me halle instruido de su total y explicación, lo participaré a la superioridad para que disponga de ella, sea en sufragar los gastos de este gobierno u otras qualquiera que parèsca más conveniente.

La elección que se ha hecho entre Vmds. para entablar sus representaciones, me parece muy bien, habiendo recahido en personas que merecen a mi modo de ver la justa buena fama a que les hace acrehedores su constante celo por el bien general; como así mismo todos los que el Pueblo ha elegido para la Junta. Me hallo enterado y apruebo el que buelvan Vmds. a juntarse el segundo lunes de Agosto, quedando en sesión los cinco comisarios, a quienes communicaré en caso necesario lo que se ofreciere.

Dios que a Vmds. m. a.

Baton Rouge 30 de Julio de 1810.

CARLOS DEHAULT DELASSUS.

Sres Dn. Thomas Lilly, Dn. Juan H. Johnson, Dn. T. W. Leonard, Dn. Phelipe Hickey, y Dn. Juan Mills, comisarios nombrados por los Sres. Diputados del pueblo con aprobación superior.*

[TRANSLATION]

Gentlemen:

I have received this 28th of this month by the three gentlemen named by your deputation, Messrs Philip Hicky, Manuel Lopez, and Joseph Thomas, the address that the assembly celebrated with my permission as directed to me under date of 27th inst. Being informed of its contents I must express to you how much it tranquilizes me and gives me satisfaction to see the unanimity with which the deputies of the people have acted above all manifesting their patriotism at the commencement of their deliberations with the object of promoting the security, Honor and Fidelity of this Portion of the Dominions of our beloved king, Ferdinand the Seventh.

When I was informed of the movements that existed tending to cause a revolt in this faithful settlement, I did not for a moment doubt of the general fidelity of those who have not ceased giving proof of it since they have pledged themselves by solemn oath to the Spanish flag. And under this persuasion I dispatched immediately Messrs George Mather and Philip Hicky to Bayou Sarah (from which quarter it appeared came all the alarming news) that in conjunction with the Commandant there should be a general assembly of the inhabitants. For I hope that once met together it would calm the weak-minded and put an end to the ineasiness occasioned by perfidious insinuations spread by evil Persons envious of our fidelity and good harmony. And from this has followed the present assembly which I have permitted without hesitation, as it is well known, because from its results as I comprehend, we will enjoy a permanent tranquility in this

* This letter is written in Spanish on both sides of seven sheets of heavy white paper 7¼ inches long and 6½ inches wide. An eighth blank sheet is attached. The document was stitched together with white thread which still holds, but some of the sheets have come loose. The text is evidently that of a scribe or secretary, including the date at the close, but it is signed in the familiar handwriting of Carlos Dehault Delassus. The Spanish original begins "Senores Deputados." To the left of the signature it is addressed: Srs. Dn Thomas Lilly, Dn Juan H. Johnson, Dn J. W. Leonard, Dn Philipe Hicky and Dn Juan Miles, Comisarios nombrados porlos Sres Deputados del Pueblo con aprobacion superior.

The paper is slightly stained and the ink somewhat faded but perfectly legible.

With this original is an English translation on blue foolscap paper. It bears every indication that it is a contemporaneous translation, sent either by the Governor or made by the recipients. In either case it is interesting as indicating the understanding of the contents, as it was then and there held by the latter. This translation is given in the text.

Territory, exempt from foreign intrigues that have no other view than the ruin of these good inhabitants.

I duly appreciate the thanks which you express to me on the present occasion. But having been guided by any (sic) other idea than the fulfillment of the duties of my honorable office, to preserve in its integrity this Portion of the Dominions of his Catholic Majesty, which has been committed to my care, in which as far as possible I have corresponded with my duty, which dispositions I flatter myself will tranquilize the people and with the same they will always find me disposed to contribute with you to preserve the tranquility on all and every occasion where I comprehend they are not in the smallest manner opposed to the existing laws, orders of my superiors, and contrary to my instructions which I firmly believe are your intentions. And this belief leads me to think that you will only represent to me the grievances some of you in particular or in general might have sustained, of which I have not been informed to act in justice which I have done on all occasions which have come within my knowledge. But one of the principal and most essentials points upon which it is urgent I should be informed as you must all know is that every good inhabitant is obliged by his duty to declare and give me full information (as it is ordered by the proclamation published in this place and other districts under my command) who may be the author or authors of the sedicious pasquinades, tending to make the settlement revolt, and those who spread in the different districts the false and malicious expressions that they were in a real state of insurrection going so far as to express they had fallen into the crime of raising the standard of Independence, in order that I may make known this infernal Project the day on which regulation by my order all the militias of the district to receive arms to exercise and be employed in the defence of the Country, against the machinations of the French. And give convenient dispositions according to the increase these informations may take and which I get from persons employed by the Government in places where they can obtain them with certitude and communicate them to me as they have done till this moment with the greatest exactness.

With respect to the other objects that you announce to me, if they appear of a nature that I may accede to their execution you must not entertain the smallest doubt of the satisfaction with which I shall condescend to them. But if they are of such import-

ance as to demand a determination superior to my powers, I shall direct them with the greatest promptitude by the regular channel. Being fully persuaded that all you announce to me will be undoubtedly conformable to the laws under which we live so happy and I shall be ready to receive them with the greatest satisfaction the day that you will mention to me and shall listen to your demands as representatives of these faithful subjects, and a co-operators in the preservation of this Territory to its legitimate Sovereign Ferdinand the Seventh will all his rights and privileges.

The address that you manifest to me of having me for your chief in the name of the People and support my dispositions is extremely greatful to me and if my efforts and wishes for the prosperiry of these inhabitants were susceptable of being augmented there is no doubt but this should be the moment most propitious as I consider myself always happy to meet the goodwill of a people faithful to their king and his wise laws. I repeat to you my most sincere thanks for the particular statement that you manifest to me in making yourselves responsable with me to the Superior Authority, but as by the royal Ordinance the Chief is the only responsable person for his opporations and dispossitions, I cannot accept of your offer notwithstanding that I believe I know the good intentions with which you make it. As well as regards the generous demonstrations of supporting my salaries at your expense, neither which I can accept of being well satisfied and honored with the pay that I receive from my Royal Master Ferdinand the Seventh.

But as I do presume that this proposition originates from a Patriotic offer when I shall be informed of the amount and full explanation I shall communicate it to the Superior Authority that they may dispose of it either in defraying the expenses of the Government or any other way that may be considered more convenient. The election that has been made of you to establish your representatives pleases me very well, being persons that merit according to my oppinion the just good fame to which they are entitled by their constant zeal for the general good as well as all the other gentm'n elected by the people for the Assembly. I approve that you shou'd meet again on the second Monday of August and that the Committee appointed shou'd remain in session to which I shall make any communications that may be necessary. Baton Rouge, 30th July, 1810. Charles dehault deLassus.

Messrs. Thomas Lilly, John H. Johnson, John W. Leonard, Philip Hicky and John Mills, members of the Committee of the Deputies of the People with the Aprobation of the Government.

III.

John Mills Acknowledges Receipt of Delassus' Letter

St. Johns Plains, August 3rd, 1810.

To the Honorable Don Carlos Dehault Delassus, colo. of the Royal Armies, Governor Civil and Military of the Place and Jurisdiction of Baton Rouge, etc.

Sir:

The undersigned Chairman of the Committee of this Convention of the Delegates of the People, has the Honour to inform your Excellency that he has this moment received your reply of the 30th ultimo. to their address of the 27th., which shall be laid before the whole body of the Delegates immediately upon their next meeting.

In the meantime I cannot but express in the name of the Committee the great satisfaction they derive from your Excellency's communication.

God preserve you many years.

JOHN MILLS.

IV.

The Convention's Memorial to the Captain General of Cuba

Most excellent Sir:

The inhabitants of the Districts composing the jurisdiction of Baton Rouge in West Florida, represented by their delegates in convention assembled, respectfully address themselves to you, and through you to the Captain General of the Island of Cuba and to the august body representing the legitimate sovereign of the Spanish nation, to express their undiminished attachment to the cause of our beloved king, Ferdinand the Seventh, and make known the measures which they have adopted at this eventful period to preserve domestic tranquillity within the (torn) Districts, and deceive (defend?) ourselves against any insidious or open attacks which may be attempted by the enemies of our country. In adopting these measures we are

aware of the responsibility which we have taken upon ourselves and trust that our perilous situation our distance from any efficient force on which to depend for safety and our sincere desire to lessen as much as possible the burthen of a country engaged in a dubious contest for her own preservation, will be received with candor by the superior authorities as considerations sufficient for our Justification. Far from wishing to raise the standard of revolt, at this moment when the mother country is assailed, and threatened with destruction by enemies so numerous and formidable, we recollect the immense debt of gratitude which we owe to her, and would willingly in our turn contribute our part however inconsiderable it may appear to lessen the dreadful calamities which have befallen her. Hitherto we have been burthensome without being useful, but it is our wish that no part of the national treasure may hereafter for our benefit be diverted from more useful and important national purposes. In making this small offering... (worn) to testify our good wishes for the patriotic and holy cause in which the destinies of the national are involved, we become responsible for the support of a government among the sufficient for the preservation of peace and tranquillity at home, and for our defense against eternal violence, with which we have but too much reason to apprehend. To carry into execution this plan, which it is hoped will be received with indulgence, it was found necessary to make some few changes in the present system heretofore adhered to, which will not however materially affect any of the important principles of government, or the established laws of the country. To establish an uniform mode of taxation, to organize the militia to act with sufficient promptitude in case of emergency, and to admit as residents among us persons of known integrity, who will be interested in maintaining order and obedience to the laws, it becomes necessary to exercise the Legislative power to a certain extent . . . (Several sentences clipped out and others struck out.) to secure the confidence of all who are well affected toward the government, which is so necessary in these perilous times, it is considered indispensable that the people should have a voice in the selection of the officers to be entrusted with the administration of the Laws. To restrain the licentious and unprincipled by examples of the speedy and condign punishment of offenders —and afford an opportunity to all classes, the poor as well as the rich of persecuting with effect their just claims, and of obtaining redress for injuries without unnecessary expense or delay it is

found expedient to establish a tribunal among us having final jurisdiction in all cases both civil & criminal.

It will be unnecessary to trouble your excellency with a minute detail of the reasons for all the measures established by the ordinance of this date, a Copy of which we transmit herewith, as you will readily perceive that they have been dictated by necessity for our own preservation, or by the desire of approving ourselves not altogether unworthy of participating with our bretheren in the glorious struggle for our Country's Independence. We send also a Copy of the manifest of the people to their delegates in which you will find that the Convention have acted in conformity to the powers entrusted to them, and that the same sentiments pervade all parts of this jurisdiction, as the same powers and instructions to the delegates, or others of a similar tenor have been approved and signed generally by the people. We have only to add the assurance that our best wishes and most fervent prayers are unceasing for the success of the cause in which our beloved country is engaged, and that we shall rejoice to hear and obey the mandate of our legitimate sovereign restored to the . . . . (worn) throne as well as the affections of a much injured people calling us to resume our place and station among the multitude of his rightful and loyal subjects, or that if the supreme arbiter of nations who for wise though to us mysterious purposes often suffers the wicked to prosper in the world, should otherwise dispose, and order events, we shall receive with open arms any of our bretheren who flying from the tyranny and despotism of Europe may choose to participate with us the blessings of equal laws with whatever reward may be given to peaceful industry employed in a fertile soil and healthful climate.

In all our deliberations for the public welfare it has been our desire to make as little innovation as possible in the existing laws of the country, and to proceed with the entire approbation of his Excellency Don Carlos Dehautt Delassus our worthy Governor; who has on this occasion manifested the most . . . fidelity to his government, and a sincere affection for the people under his command, by giving his sanction to measures so essential to the tranquillity of this province until your decision thereon can be obtained.

[Undated and Unsigned.]

(To be continued)

A YOUNG LAWYER OF NATCHITOCHES OF 1836

The Diary of William S. Toumey

Edited by
J. FAIR HARDIN
Shreveport, La.

Assisted by
PHANOR BREAZEALE
Natchitoches, La.

SECOND INSTALLMENT
(Continued from January, 1934, Quarterly)

1839

January 1, 1839. Tuesday. My uncle returned from Louisville; a steamer Columbian arrived at Grand Ecore, having on board the remains of Doctor Russell, one of the representatives of this Parish.

[Dr. Russell had died December 21, 1838, aged forty-one years, four months, according to the inscription on his tomb in the old Russell Cemetery at the foot of the Grand Ecore Bluff, where he is buried. His widow later married Col. L. G. DeRussy, who is also buried nearby.]

NATCHITOCHES TO NEW ORLEANS FOUR DAYS, 1839.

Jan. 9, 1839. Wednesday. Left Natchitoches for Alexandria in David O'Neild's stage-coach; slept at Mr. McAlpin's on Cane River.

Jan. 10. Left McAlpin's after breakfast. O'Neild's carriage overturned near Judge Boyce, giving us all a somerset upon a bed of sand; a most lucky place to fall upon; no one hurt. Arrived in Alexandria after a most tedious journey about 5 P. M.; slept with O'Neild at Lecky's hotel.

[This was Judge Henry Boyce, at the present town of Boyce, in Rapides Parish. He was state District Judge for many years, and later United States Judge for the Western District of Louisiana at the outbreak of the Civil War.]

Jan. 11, 1939. Friday. Left Alexandria for New Orleans in steamer Newark.

Jan. 12. Arrived in New Orleans.

Jan. 14. My uncle arrived in New Orleans from Natchitoches in the steamer Columbian.

Toumey Admitted to the Bar

Jan. 16. Examined at the Supreme Court, and sworn in as an attorney and counsellor at law.

> [The Supreme Court at this time consisted of three judges, the venerable and blind Francis Xavier Martin as Chief Justice, Judge Henry Carleton, the collaborator with Moreau-Lislet in the translation of the Partidas, and Judge Henry A. Bullard, whom Toumey had met at the home of his brother, C. A. Bullard, in Natchitoches, where Judge Bullard had served as District Judge.]

During this visit to New Orleans I spent my time very pleasantly, going with my uncle every night to the theater; saw Miss Ellen Tree, Mr. Forrest, and the Ravel family; the only drawback upon my enjoyment arose from the lightness of my purse. My uncle, however, paid all my necessary expenses.

Feb. 3, 1839. Sunday. Left New Orleans with my uncle in steamer Columbian.

Feb. 7, Thursday. Arrived in Natchitoches; dined and spent the evening very pleasantly at Mr. J. B. Carr's with Pierson, Campbell, Giles Rothrock and Burnet—slept with Rothrock.

> [All of these except Burnet—and possibly he also—were lawyers, and we can well imagine that they were all celebrating "very pleasantly" indeed the coming of the new lawyer to the bar.]

Feb. 10. Appeared in my first case, as counsel for one James Watson, charged with beating Hyams' negro; cleared him.

Feb. 12. Took possession of my office, back of F. Williams' Notary Public.

Goes "On Circuit" As A Lawyer

March 7, 1839. Thursday. Left Natchitoches in company with Mr. Bullard, to attend the Claiborne District Court; remained at Blanchard's for a few minutes; dined at Campti, arrived at Mannings' about 8 P. M.

March 8. Left Mannings after breakfast, and arrived at Nelson's about 1; had to stay for the night in consequence of the sickness of Bullard's horse; spent the evening reading Weem's Life of Washington; some good things in it, but, on the whole I think it is damned inflated stuff; too much in the *Charley Phillips* style.

March 9, Saturday. Arrived in Minden about 12. Went in the evening with Mr. Bullard to Mr. Fisher's, and thence to the Rev. Boggs'; heard a chapter in the Bible read, and a hymn sung, after which the two elder Misses Bogges sung and played the piano; two very beautiful girls; one about 17, the other 15; their voices are good, but not well cultivated. After leaving the Bogges, went with Mr. Sommers of Shreveport and serenaded the Misses Boggs and Miss Hill, having engaged a band of a circus, then in Minden, for the purpose.

[Rev. John Boggs was one of the two first Presbyterian ministers in North Louisiana, the other being Rev. A. R. Banks. The two conducted a series of meetings in Minden in 1839 or 1840, resulting in the conversion of twelve or fifteen persons. Rev. Boggs was a native of Savannah, Georgia. He taught and preached in Minden a year or two, when his health failed and he moved to South Carolina or Virginia. He died in Abbeville District, S. C. in 1843 or 1844. This information we obtain from Harris and Hulse, History of Claiborne Parish, 1886, and B. C. Bell, History of Presbyterianism in North Louisiana, 1930.]

March 10. Sunday. Went after breakfast to Overton to see after some of Bullard's law cases; returned to Minden to dinner. Went at 3 P. M. with Mr. Somers to Mr. Bogg's; gallanted Miss Emily Boggs (the eldest) to church; a good sermon from Mr. Boggs; conducted Miss Emily home; conversed with her at large, and found her to be a very intelligent and well educated young lady. Spent the evening at Miss Hill's, with Somers and Taylor; Miss Hill is a very accomplished lady; said a good many civil things to her; returned to my tavern (Lee's) and after hearing a long political argument between Bullard and Taylor, went to bed with Mr. Garrett, the District Attorney.

March 11. Went after breakfast to Overton, to court. Court adjourned about 1 o'clock; returned to Minden; went to see Miss Hill with Mr. Lawson; heard her play some tunes on the piano; went after supper to see the Misses Boggs, a large company present.

March 12. Tuesday. Went to Overton to court; dined at Drews; argued motion to dissolve attachment in case of Dial vs. Williams; overruled. Returned to Minden about 5; went to see the Boggses; sweet girls! full of spirits animation; *damn me,* I have a great notion to come and live in Claiborne; fudge.

March 13. Went in the morning with Taylor to see Miss Hill; went to Overton to Court; returned at 3; my horse got a fit on the road, and cut a devil of a frolic through the woods. Dined at Olcutt's with Bullard, Marks, Garrett and Dr. Wells; went to see the Miss Boggses.

March 14. Went to Overton to Court; Mrs. Gleason's trial; returned to Minden about 3; played the graces with Miss Mary Ann Boggs and Mr. Marks; the game is played by throwing from two sticks to the person opposite, who catches it on the sticks and throws it on to the next. Conducted Miss Emily Boggs to Mr. Wilson's—

[Two pages are missing from the diary here, evidently lost.]

March 19, 1839. Tuesday. Went after breakfast to see the Misses Boggses, and bid them a second adieu; Taylor, Bullard and I started fully armed and equipped for Natchitoches—a delay of half an hour at Overton, mounted again, and finding that it would probably rain all day, we agreed to return to Minden, which we did; spent the evening with the Miss Boggses.

March 20. Breakfasted with Rev. Mr. Boggs and his family; talked with the ladies after breakfast, and made Miss Emily promise to learn the Blue Moselle, and to sing it for me, when I come up next; listened to several tunes on the piano, and talked with the girls until my eyes were blasted with the sight of one of Lee's negroes, who came to say that Bullard and Taylor were ready to start; left the ladies after again shaking hands with them, and rode out of town, soon overtook Bullard and Taylor, rode all day—arrived at Heards before sunset.

March 21. Left Heard's after breakfast, arrived at Madame Trichel's at 6 P.M.—slept there.

[This place was a short distance above Campti.]

March 22. Left Madame Trichel's after breakfast, arrived in Natchitoches about 10 o'clock.

March 30, 1839. Saturday. Went to Furlong's near Campti, to attend a family meeting, returned about 5 P.M. Went to tea to Bullard's; a large company present.

Hears Bishop Polk Preach

March 31, 1839. Sunday. Commenced boarding with Mrs. Harrison. Went twice to hear Bishop Polk preach.

> [This was Bishop Leonidas Polk, of the Episcopal Church, who had only recently been appointed Missionary Bishop of the Southwest, and had set out on his first visitation in January, 1839. See "Leonidas Polk, Bishop and General," Vol. 1, page 134, 138, by his son, William M. Polk. He was later to become a Lieutenant General of the Confederate Army, and was killed in action at the Battle of Pine Mountain, June 14, 1864. Louisiana was in his diocese while he was Bishop of the Southwest, his home was for seven years at Leighton Plantation, near Thibodaux, and later at New Orleans. He founded the Episcopal Church at Shreveport.]

April 1, 1839. Monday. District Court commenced—Judge Wilson presiding.

> [Judge Ephraim Knowles Wilson, who was Judge of the District which covered the entire North Louisiana, and embraced Natchitoches, Caddo, Claiborne and Ouachita Parishes. His portrait hangs in the Caddo District Courtroom, at Shreveport, where he presided as the first judge. He is buried just outside of Monroe.]

Meets General Sam Houston

April 14, 1839. Thursday. Went in the evening to a party at Mrs. Cowan's. Gen. Sam Houston, ex-president of Texas, present. I had a great curiosity to see this remarkable personage; found him to be a very large man, with striking features and a military air; he wore, this evening, a large blue coat, with immense brass buttons, a red waist-coat, half-boots turned down, with his pantaloons tucked inside them. He is on his way to Tennessee.

> [This is the trip referred to by Marquis James, in "The Raven," page 307, during the course of which he visited Andrew Jackson, at The Hermitage.]

April 14, 1839. Went to the theater in Trudeaux street with Giles, E. Carr, Dr. Strong and Mr. Moore of Grand Ecore; play, "Warlock of the Elm," horribly mutilated; miserable performers.

May 4. This day my uncle left town in the steamer Florida, on a visit to the Parish of Claiborne. Got very sick—a fit of fever and ague—called in Dr. Williams, bled—(for the 3rd time in my life) confined all day to bed.

May 5. Felt much better, got up and walked about all day.

May 6. Had fever and ague all day, better in the evening.

May 7. Sick again with fever and ague; John Carr married this evening.

May 21, 1839. Tuesday. My uncle having returned from Claiborne a day or two since, and having communicated to me his intention to marry Miss Emily Boggs, I this day left Natchitoches for Minden to arrange all preliminaries—Slept this night at Breazeale's.

May 22. Rode from Breazeale's to Manning's.

May 23. Arrived in Minden about 4 P.M. Met Miss Mary Ann Boggs in Fisher's store, walked with her to her father's house; delivered my uncle's letter to Mr. Boggs and Miss Emily; walked in the evening with the ladies, and slept at Mr. Boggs' this night.

May 24 and 25. Friday and Saturday. Those two days I spent in Minden, chiefly in company with the Miss Boggses, visited Miss Hill and Miss Kennon; dined at Olcutt's on Saturday.

May 26, 1839. Sunday. Left Minden after breakfast and rode to Manning's.

May 27. Rode from Manning's to Remy Perot's plantation; spent the night with Remy.

May 28. Breakfasted with Remy; returned to Natchitoches.

June 1, 1839. Saturday. Left Natchitoches at day-break for Minden, on horseback, accompanied by my uncle and Lessing in a carriage; overtaken by M'Kichney at Grand Bayou; slept at Manning's.

June 2. Arrived at Minden about dusk; like to have had a fight with Lessing at Lee's tavern about Moore's looking-glass.

June 5, 1839. Wednesday. My uncle married to Miss Emily Boggs; a pretty good party; sat up till about 12; serenaded the ladies afterward with Moore and M'Kichney.

June 6. Left Minden after breakfast for Natchitoches; I on horseback, M'Kichney ditto; my uncle, aunt and Miss Mary Ann Boggs in the carriage; lost our way in the woods for an hour; arrived at Heard's at night-fall.

June 7. Travelled from Heard's to Manning's; unable to proceed further, the carriage having broken down. M'Kichney and I went to work on it and patched it up.

June 8, Saturday. Left Manning's; carriage broke down the first mile; my uncle, aunt and I returned to Manning's; M'Kichney and Mary Ann rode on to Breazeale's.

June 10. Left Manning's and arrived at Breazeale's.

June 11. Arrived at Natchitoches from Breazeale's with my uncle and aunt.

FORMS PARTNERSHIP WITH C. A. BULLARD

July 10, 1839. Formed a partnership for the practice of law with C. A. Bullard.

August 1, 1839. Thursday. Left town after breakfast for Campti, to see Remy Perot about the notes and found Perot at his pinewoods house; after talking with him some time, returned to the village of Campti; got a wetting on the way; played cards (ucre) with Doctor Butler Doctor Hardy and Tom Lyons till 10 o'clock. Went to bed in an upper room of the brick house; fought with the buggs and moschetoes for an hour and finding it impossible to sleep, marched down stairs; went into a room occupied by a mulatto girl named Gertrude; found her going to bed; she could not give me a moscheto bar, but very kindly offered to relinquish her bed to me; this offer I declined accepting; finally I slept there and Gertrude went upstairs.

August 2. Got out of bed at daylight; drank two cups of coffee, left Campti at 5 o'clock, and arrived in Natchitoches at breakfast time.

August 11. Sunday. James Bumet died and was buried.

August 20. Rawley W. Carter died.

August 31, 1839. Went this evening with Mr. Long to a musical soiree, at the ball room, and exhibited my carelessness and awkwardness in a remarkable manner, much to my own confusion and the amusement of my friends; I went without any preparation, conducted Mrs. Long into the room.

[Here a page of the original diary is missing.]

tinued from Wednesday 16th to Saturday 19th., when the arguments closed, and the judge charged the jury. Jury retired and hung until Thursday 24th., when one of them absconded, and the remainder were discharged.

[It is prisoners who usually abscond, but here is the unusual account of a member of the jury "absconding" after being locked up unable to agree for five days.]

1840

TOUMEY VISITS SHREVEPORT

December 24, 1840. Thursday. A ball in the court-room at Shreveport.

> [This was the first court house of Caddo Parish at Shreveport, and had been the residence of Washington Jenkins, located on Lots 1, 2 and 3 of Block 40, at the north-east corner of Market and Crockett streets where the Soady Building now stands. The Police Jury had purchased it on October 13, 1840 for $8,000.00—on credit. Ten years later this unpaid purchase price was the subject of a suit, Number 2455, Caddo Parish, by Jenkins against the Parish, in which Toumey's partner, Charles A. Bullard, then Judge of the Sixteenth Judicial District Court, rendered judgment in favor of Jenkins, later affirmed by Justice Slidell, of the Supreme Court (7 La. Ann. page 559) The first court building built for that purpose and on the present Court Square was not completed until the fall of 1860, and became the Confederate Capitol of Louisiana in '64 and '65.]

December 25, 1840. Friday. Christmas Day. Went up the river from Shreveport to the Raft on a pleasure trip.

> [Captain Henry Miller Shreve had completed the removal of the first Great Raft, that accumulation of logs and drift-wood 165 miles in length that had blocked the main channel of Red River, in June, 1839, after six years' work. See Louisiana Hist. Qtly. Vol. 10, No. 1, Jan., 1927, pp. 23-67. But it had apparently already at this early date thereafter begun reforming, as, in fact, it did repeatedly until finally removed in 1873.]

December 27, 1840. Sunday. Left Shreveport in the Caddo, and arrived in Natchitoches the next night.

1841

January 1, 1841. Friday. Attended a "drop in" at Adolphe DeRussey's, and danced all night.

A NATCHITOCHES SOCIAL TRAGEDY

January 8, 1841. This evening I attended a ball at the St. Denis' given under the superintendance of Dan B. Faure—danced all night—made the acquaintance of the Miss Saxons—young ladies going to live at Greenwood, in Caddo. The ball broke up

about 4 in the morning of January 9 when the unfortunate giver of the ball, Mr. Faure, was killed by Sam Lacket. Poor Faure had been in good humor all the night, and highly delighted at the success of his efforts to entertain us. His melancholy fate shocked me very much.

January 22. Went squirrel hunting with P. Bludworth at Blanchard's.

"On Circuit" Again

February 27, 1841. Saturday. Left town to attend the Claiborne Court with Judge Campbell, Judge Roysdon, Mr. Young and Mr. Laplace. Court opened on Monday, 1st of March and adjourned on Thursday, March 11th. At this court Francisco was found guilty of manslaughter for killing Gibbs and sentenced to 20 years imprisonment.

March 11, 1841. Thursday. Left Overton in company with Judge Campbell, slept at Cleveland's—arrived on Friday at Hopkins'—spent the night there—next night at Petrovic's—next night at Grand Ecore—home on Monday, March 15th.

[The Hopkins home was on the east side of Red River, opposite the Breazeale's. Petrovic's was not far away, on the same side of the river and below Coushatta. From the time consumed, he was either just visiting or attending to legal matters on the way home.]

Forms Partnership of Hertzog & Toumey

March 24, 1841. Entered into partnership with Mr. Hertzog.

[It is due to this partnership that we have the diary, for it passed into the possession of Mr. Matthew Hertzog, a relative of this partner.]

Court in Shreveport

June 3, 1841. Thursday. Left Natchitoches on the steamer Caddo, for Shreveport, to attend the District Court for Caddo Parish, in company with Judge Campbell, and the following members of the bar: Messrs. Roysdon, Morse, Dunn, Rajan, Giles, Taylor, Pierson, Hertzog and C. E. Carr. Arrived at Shreveport Saturday, June 5. Went to the foot of the Raft, and returned to Shreveport Monday, June 7.

June 8, 1841. Tuesday. Court opened at Shreveport.

GREENWOOD IN 1841

June 12, 1841. Saturday. Passed the night at Mr. Watson's, 2 miles from Shreveport, went next day to Greenwood to church—dined at Doctor Flournoy's with Judge Campbell and Mr. Morse—passed the night there in company with Judge Campbell, Mr. Crane and General Williamson. Next day rode into Greenwood with Miss Martha Flournoy—dined at Mr. Garrett's—returned in the evening to Shreveport. Arrived in Shreveport at 10 with Mr. Crane, supped with him at Davis' tavern—went to my boarding house and played poker till 1 o'clock with some of our bar and some of the Shreveport gents.

[The present old village of Greenwood, fifteen miles west of Shreveport on the Dixie Overland Highway 80 little suggests the fact that it was at this time already a thriving town, much larger and far more developed than Shreveport, for it was already a thriving town when Shreveport was established. It had at this time two school houses, a tanyard, a distillery, nine saloons, a plow factory, a wagon factory, a foundry and a harness factory. Dr. Alfred Flournoy had been a lieutenant on General Jackson's staff, and lost a leg in the War of 1812. In February, 1836, he moved with his family and slaves from Giles County, Tennessee and settled on a plantation of four thousand acres which he entered from the Government at the present Flournoy Station, some eight miles from Shreveport, on the road to Greenwood. He was the Master of Greenwood Lodge of Masons for forty-five years. His son was Alonzo Flournoy, his grandson J. P. Flournoy, Sr., who is still living in Shreveport, having been Assessor and Sheriff of Caddo Parish for two terms, and his great-grandson is J. P. Flournoy, Jr., of Shreveport. Miss Martha Flournoy, a daughter of Dr. Flournoy, later married Mr. L. P. Crain. General Thomas T. Williamson was one of the seven founders of Shreveport and one of the members of the Shreve Town Company. His son is Professor George Williamson, of the Louisiana State Normal College, and his grandson is Mr. George Williamson, of Shreveport.]

June 26, 1841. Thursday. Left Shreveport on the Caddo, and arrived in Natchitoches the next day.

September 8, 1841. Wednesday. Left Natchitoches in company with Taylor, Dunn and Rev. Mr. Burke to go to Greenwood to see Taylor married—slept at Holden's nine miles from town;—

slept? No, we lay in bed and on the floor all night, suffering all the tortures of the damned from the bugs and mosquitoes (there were no bars). Next day got to Wagley's—next to Thompson's—and next, Saturday, to Greenwood, where we put up at Henry Williams' tavern. We arrived in Greenwood about sunset, and Taylor, as soon as he could get on clean clothes, went to see his intended. How happy a fellow must feel when he is about to get married!

September 12, 1841. Sunday. At Greenwood—Sermon from Mr. Burke, visited the Flournoy's in the evening. So-so.

September 14. Taylor's marriage came off this evening at seven o'clock. I was one of his attendants, Miss M. Flournoy being my partner. Broke up at 2—played poker till morning.

September 15. Wednesday. Headache all day. Went to Dr. Flournoy's in the evening and passed the night there.

Greenwood to Minden Four Days In 1841

September 17. Departed from Greenwood with Mr. Bullard for Minden—dined at Dr. Flournoy's—slept at Shreveport.

September 18. Saturday. Proceeded from Shreveport toward Minden. Slept at Bennam's on the river; whole family in one room.

September 19. Sunday. Crossed Lake Bodcau Bayou.

September 20, 1841. Monday. Arrived in Minden. Court opened. Pleasant times in Claiborne during court. Court adjourned Saturday, October 2. Left Minden October 2 and arrived at Petrovic's—tarried there till Tuesday 5th, when I took my leave. Slept that night at Major DeRussy's and arrived in town on Wednesday, October 6, 1841.

[Major DeRussy doubtless lived at this time at Grand Ecore. Sons of Major L. G. DeRussy were William DeRussy, who married and left a daughter who married Mortimer Perot, whose daughter married Mr. P. A. Cloutier, who recently died at Campti. Augustus DeRussy, who never married, and another son who lived in New Orleans and who left descendants living there today.]

1842

ANOTHER NATCHITOCHES TRAGEDY

March 13, 1842. Sunday. This day my friend, James M. Giles, attorney at law, was killed by John F. Cortes. Cortes entered the office of Rothrock and Giles, and shot Giles as he was sitting at table.

[The wife of John F. Cortes was Emily DeRussy. Some further details of this tragedy are supplied in the Supreme Court opinion in the case of "J. F. C. vs. M. E., his wife," 6 Rob. 135, which was heard at Alexandria in October, 1843, in which Sherburne and P. A. Morse appeared for the plaintiff and appellant, J. F. C., while J. Taylor, Dunbar, Hyams & Elgee appeared for the defendant wife. The decision was by Judge Henry A. Bullard, and was in favor of the defendant. The plaintiff had charged his wife with adultery on the 10th and 11th of February, 1842, with "J. M. G.". In this case we see the motive behind the killing. Judge Bullard observed in his opinion that "plaintiff took his revenge afterwards in a manner both cruel and unmanly." Bullard found that there was no evidence of adultery, or any support of Cortes' suspicions. From this decision it is also learned that Cortes escaped after the killing and was not captured.]

August 28, 1842. Sunday. Today Judge Campbell appeared at the court-house, at the request of the Rev. Mr. Burke, and read the service and a sermon to a respectable audience! ! ! Who would have believed such a thing would ever come to pass. The idea of Judge Campbell the gayest and least religious man about town, officiating as a clergyman was enough to make the Devil himself start with astonishment. The learned and reverent judge acted his part with great dignity, and assuming piety. What next?

The End

RAPIDES PARISH, LOUISIANA—A HISTORY

By G. P. WHITTINGTON

SEVENTH INSTALLMENT
(Continued from January, 1934, Quarterly)

CHAPTER XI

COURTS AND LAWYERS PRIOR TO 1860

COURTS and Lawyers as we know them today did not exist in Rapides under the French and Spanish Regime, they had their beginning with the creation of the territorial government as a part of the United States. There was a species of Court, with the post commandant acting as judge, when Spain was in control, and of course Caesar Archinard was an alcalde or a justice of the peace in 1797 and for the years that followed until the transfer to the United States, but we did not have a lawyer or lawyers living within the Rapido district.

In 1805, William Miller was appointed by Governor Claiborne as the judge of the County of Rapides. Miller was not a lawyer, he had engaged in mercantile business with a store in Alexandria, in partnership with Alexander Fulton, and at the time of his appointment was an extensive planter on Bayou Boeuf. He was born and raised in Pennsylvania, and had resided in Ohio and Kentucky prior to coming to Louisiana to engage in the Indian Trade. He was supposed to have a knowledge of common law and to be a faithful believer in the American form of government. That seems to have been all that was required of a man who was named to the bench by Claiborne. Then it would seem that the Governor was well acquainted with Miller and Fulton and relied upon their advice in the selection of the new officials for the county government of Rapides. Miller served from 1805 to 1807, when he resigned and was succeeded by Thomas Dawson.[64] Nothing is known of Dawson, who he was, where he was born and raised or who his descendants happen to be.

[64] Miller's appointment, La., Gazette, June 25, 1805. Dawson's appointment, La. Gazette, May 8, 1807.

The acts of 1804-05 provided for the appointment of these county judges who should be justices of the peace, and whose jurisdiction seems to have been limited to the trial of small case of a civil nature and misdemeanors, with an appeal in most cases to the Superior Court.

The next county judge or parish judge was Major Richard Claiborne, who was named as judge in 1808 and served until the formation of the state under the Constitution of 1812. Major or Judge Claiborne was a native of Virginia. The Governor said he was not related to him or if so the relationship was so distant that it could not be traced. However, the Major was quite a favorite of the Governor, and had followed him from Tennessee to Mississippi and then to Louisiana. He had served as the private secretary of the Governor, both in Mississippi and Louisiana, and for a time had been the First Clerk of the Superior Court of the Territory of Orleans. At New Orleans in these two positions his reputation had not been above reproach and had caused the Governor some embarrassment. He was not a lawyer, his only training in the law had been as clerk of the Superior Court, but notwithstanding his shortcomings he was sent to Rapides as the Parish or County judge. Here he soon fell into the ways of the past and at a session of the Superior Court held in Alexandria the Grand Jury returned a true bill against the judge for extortion in office. What was the outcome of the case we cannot say, but since he served out his term it is presumed that he was acquitted. He applied to the Governor for the position of judge in Concordia parish during this trouble, but the Governor declined to make the change. He left Rapides after his term of office short in his accounts some $1500 for taxes collected and not accounted for. The last heard of him, he was in Mobile applying to be appointed United States Marshal.

The Superior Court of the Territory of Orleans held two sessions a year in Rapides for the trial of criminal cases, empaneling a grand jury and trial of important civil cases. When this court met the first grand and petit juries, ever called and empanelled in Rapides were summoned to meet. The jury was something new to the Creole population, but were old institutions with the men who had moved from the older states.

The grand jury called in September, 1807, which was the first in the parish, made the following report:

> "At a Superior Court begun and holden at the Town of Alexandria, in the county of Rapides, within and for the 4th Superior Court District of the Territory of Orleans (including the counties of Rapides, Ouachita, and Natchitoches) on the 3rd Monday in September in the year of Our Lord, 1807.
>
> The Grand Jury within and for said district, in addition to the bills of indictments found, consider it a duty which they owe to themselves, to their fellow citizens, and to the government of their country, to present the numerous outrages, and the repeated violations of all the principals of amity and good neighborhood, committed by the Spanish government, or its agents, at the post of Nacogdoches, by encouraging, the slaves of this District to desert from their masters, and protecting them after they have escaped without the limits of this territory . . . This encouragement and protection of slaves, even after they have added to the offense of desertion, the crimes of theft and robbery has been of long continuance.
>
> The citizens of this district, firmly attached to the government under which they live, and ready at all times to sacrifice their lives and fortunes in its defense, have hitherto waited with patient forbearance, in expectation of that protection to which they are entitled. But instead of protection, every day brings fresh proofs of the impunity with which wrongs are committed upon us under the mask of friendship and peace, by those who, as neighbors have experienced on our part, a sacred observance of their rights, and towards whom we have ever extended all the good offices in our power. After repeated but unavailing reclamations made by our fellow citizens upon the officers of the Spanish Government, for slaves who have made their escape into that territory, we have at length received for answer, an avowel of their resolution (with an assertion that this resolution is founded on the express order of the government) not to restore them, but to continue to extend towards them their protection and support . . . In this situation the citizens of this district look to their government for its immediate interposition to put an end to this unprovoked system of injury, intolerable in its immediate effect, but infinetly more dreadful in the *future* consequences. It is interesting not to the inhabitants of this district only, but the whole territory—and is, we conceive, one of those audacious aggressions upon our rights which most deeply affect the honor of the government and nation.
>
> We can only add that this is the last resort, self-preser-

vation must point out to us our remedy for wrongs, which if persisted in without redress, would expose our property to continual depredation, and ourselves and families to all the horrors, of the most dreadful insurrection, that of slaves against their masters.

The Grand Jury requests that this presentation be made public by being published in the Orleans newspapers.

WILLIAM MILLER, Foreman."[65]

The period between 1804 and 1812 is the time in which the men who were to become the judges of the future and the leaders of the local bar migrated to Louisiana. Among this group we find the names of Josiah Stoddard Johnston, born in Connecticut but raised in Kentucky and his brother John Harris Johnston who was born in Kentucky. The Scott brothers Thomas C. and Charles F., who came to Louisiana from Virginia. Hatch Dent came from Virginia, Henry Adams Bullard born in Massachusetts had lived in Pennsylvania. Others were Basil Q. Riggs, William Murray, Winship, Isaac Baldwin and William Wilson. This is not given as a complete list but one that is representative.

Under the Constitution of 1812, the state was divided into judicial districts and a judge provided for each district. The sixth district was composed of Rapides, Natchitoches and the new parishes of Avoyelles and Catahoula. These last two parishes had formerly been part of the parish of Rapides. This district was to be presided over by a judge appointed by the governor—his term to be during good behavior. The clerk of the court was appointed by the presiding judge. There was to be a district attorney appointed by the governor, whose appointment like that of the judge was to be with the consent of the senate. The parish judgeship was continued with jurisdiction as in the past.

In 1845, the Constitution fixed the term of office of the judge at four years and Rapides became a part of the 13th Judicial District.[66] In 1852, the Constitution of the year provided for the election of the judiciary, the term to be four years as in the past.[67] The district remained as before and so continued until after the Civil War.

The Supreme Court in the early years of the State's history held sessions at New Orleans for the eastern district and Opelousas for the western district. In time the legislature decreed that

[65] Louisiana Gazette, Oct. 20, 1807.
[66] Act 69 of 1846, p. 45.
[67] Constitution of 1852, Art. 81, Acts of 1855, p. 491.

sessions in the western district should be held alternately at Alexandria and Opelousas. The court to meet for five years at one place and then five years at the other, but before the five years fixed for the meetings at Alexandria had expired, the legislators passed another act which provided that from and after 1846 the court should hold session each year at both of these towns. These meetings or sessions of the court at Alexandria not only brought to Alexandria a number of noted lawyers to argue cases at these sessions, but it also brought to the members of the Alexandria bar cases that otherwise they would not have received. In checking over the cases that were heard and determined at the sessions held at this place we find that members of the Alexandria bar were associated in nearly every important case.

The author of a Eulogy on Judge Bullard, speaking apparently with personal knowledge, wrote of this period the following: "A practicing lawyer of the Western District was compelled to ride a circuit embracing Opelousas, Avoyelles, Alexandria, Natchitoches, Ouachita and Concordia, a distance of 300 miles." It is a pity that none of these men left a record of these saddle bag adventures.

The local bar gave to the Supreme Court of Louisiana Henry Adams Bullard, William Dunbar, Chief Justice William B. Hyman and Chief Justice Thomas C. Manning. From its midst came Josiah Stoddard Johnston a member of both branches of the National Congress, and Henry Boyce the first District Judge of the United States for the Western District of Louisiana, and United States Senator elect in 1866. However, like Manning he was not permitted to qualify as such.

The first district judge was Josiah Stoddard Johnston. By birth a New Englander, raised and educated in Kentucky and for a short time a resident of the Territory of Missisippi, he came to Rapides in 1804 or 1805, and soon acquired a standing at the bar second to none. He was the lawyer of Miller and Fulton and their associates and succeeded in having the sale from the Indians to these people confirmed and the necessary patents issued. He was a Colonel of the Territorial Militia in 1807-08 when the whole country was fearful of a Spanish Invasion from Texas, and it is said that in 1814, he organized, armed and supplied a force of men to go to New Orleans to help repel the English Invasion of 1814-15. That the expenses of this trip were paid by him

individually. The trip was made by flat boats or keel boats and the battle was over when they arrived. He served in the territorial legislature of 1810-12, and after the formation of the State under the Constitution of 1812, he was named as the judge of this district. This position he held until 1819, when he resigned to become a member of Congress. His opponent in this race was the noted Edward Livingston of New Orleans. Needless to say Livingston was defeated. Johnston had been elected as Congressman by the entire state, but before the next election the state was divided into districts and William L. Brent defeated Johnston at the next election. Johnston returned home and engaged in the practice of law and planting on an extensive scale. In 1823, he was named as United States Senator to serve an unexpired term caused by the resignation of Senator James Brown who had been appointed to the position of Minister to France.

At the succeeding elections Johnston was elected and re-elected to the Senate and was serving in that capacity in 1833 when he was killed in a steamboat disaster, on Red river. There has always been a question as to whether his body was recovered from the wreckage. As a lawyer he stood at the head of the local bar, as a member of Congress, both Senate and House he left a brilliant record, a friend of Clay and a believer in a tariff for the protection of sugar. One of the first attempts made to raise sugar cane for the making of sugar on a commercial scale, in central Louisiana is attributed to Senator Johnston.[68]

Henry Adams Bullard, like Johnston was born in New England. He was a graduate of Harvard. Then after studying law he went west, to Pittsburgh, to practice his profession. There he met General Jose Alvarez Toledo who with Dr. Robinson was preparing to lead an expedition into Texas and Mexico to liberate the inhabitants of that section from the rule of Spain. Bullard was prevailed upon to become the secretary and military aide of the General. The expedition was a total failure, the private soldiers were slaughtered by the Spanish forces but the General and his secretary succeeded in reaching the Sabine river and safety. This was the end of Judge Bullard's military activities. He found Natchitoches to his liking and decided to make it his

[68] The National Portrait Gallery of Distinguished Americans, Vol. 1 (Philadelphia, 1848), contains an elaborate sketch of Mr. Johnston and a fine portrait. The wreck of the "Lioness" is described and it is said that the Senator's body was recovered and interred in the cemetery opposite to the village of Alexandria.—Ed. La. Hist. Qy.

home and of course turned his attention to the practice of his profession. After being appointed district judge he moved to Alexandria. In 1821 we find Bullard in the practice of law and William Murray as the judge. He was one of the first Presidents of the Board of Trustees of the Town of Alexandria (Mayor), later he was appointed as judge to succeed Murray who died of yellow fever.

Like all of the residents of the town who could afford to do so Bullard had a summer home in the pinewoods on the north side of Red River. This home was adjoining another New Englander who had come to Louisiana to make his home, Timothy Flint. Flint says of this meeting:—

> "You are informed how I came in contact with a respectable citizen of Alexandria, of high standing in the country, a graduate of our alma mater, and with whose father, a clergyman in my vicinity while in New England, I had long, intimate and affectionate intercourse. Such an acquisition was invaluable. If any one would know the value of a companion, bred in the same region, formed to similar habits, versed in all kinds of literature, a scholar, a gentleman, and a man capable of sincere and ardent friendship, let him wander without such a friend ten years in the wilderness of the West, and then, where such a thing was least expected, let him find such a friend."[69]

Flint says in the preface to his so called novel "Francis Berrian" that the novel is based upon the stories told by Bullard of his experiences in Texas and New Mexico.

Bullard was elected to Congress from this district and began his service March 4th, 1831. In 1834 he resigned to become a Justice of the Supreme Court of the State, at which time he gave up his residence in central Louisiana and became a resident of New Orleans. When the Supreme Court under the Constitution of 1845 was appointed Bullard was not named. In 1850 he was elected to the state legislature and elected once more as a member of Congress to succeed Charles M. Conrad. He died in 1851. In politics he was a whig.

At the time of his death he held the chair of Civil Law in the Louisiana University. Previously he had served as President of the recently organized Louisiana Historical Society (1836)

[69] Mr. Dart has a typed copy of a manuscript Eulogy of Judge Bullard, which was evidently delivered shortly after his death and which should be preserved in the Quarterly. Since this chapter was written, a sketch of Bullard has been printed in the Dictionary of American Biography, Vol. III, p. 254.

and Roselius said of him: "As a jurist he was learned and profound without pedentry, as a scholar, accomplished and refined without ostentation; and has left on record imperishable memorials of a superior mind." Among the scholarly products of Judge Bullard, his Discourse before the Louisiana Historical Society, January 13, 1836, is still an historical document of the greatest value. (See French, Historical Collections of Louisiana, Part I, pp. 15-16.)

James G. Campbell was appointed judge of the district court for the parishes of Rapides and Natchitoches. We are unable to say how long he held this office but in 1849, the United States District Court for the Western District was created and he was commissioned as the first occupant of the New Court in March of that year. He held the office for a very short time, and must have resigned to return to active practice. When in 1852 the Supreme Court Judges were made elective, Campbell entered the race for one of the Associate Justice positions and was elected. He took his seat in 1853 and resigned it one year later (June, 1854) probably because of ill health, for he died in 1855.

Another member of the Alexandria bar who became a Justice of the Supreme Court was William Dunbar. He was appointed in 1852 and went out of office in 1853 when the Court was reorganized under the Constitution of the year 1852. A native of Virginia, he came to Rapides in 1832 and engaged in the practice of law. He was said to be a man of fine legal attainments and for a number of years was district attorney of the old 6th judicial district. He served in the State House of Representatives for the session of 1839-40. He served one term as a member of Congress from the 1st District (New Orleans) where he had moved. After his retirement from the Supreme Court he served as judge on the Criminal Court of Orleans parish. He died in March 1861.[70]

William B. Hyman, who was appointed by Governor James Madison Wells, as Chief Justice of the Supreme Court organized within the Union lines or south Louisiana (Merrick was the Chief Justice of the Court within the Confederate lines at Shreveport). Hyman was born in North Carolina, educated in the University of that state, studied law and was admitted to the bar of his native state. He moved to Rapides where he was favored with the busi-

[70] As to Bullard, Campbell and Dunbar, see Dart, History of the Supreme Court of Louisiana, pp. 17-22.

ness and respect of a goodly part of the people of the parish. In 1864 when the Union Army was at Alexandria, Hyman was prevailed upon to take the oath of allegiance to the United States. When the army abandoned this section Hyman found himself in the position that required him to abandon his old home and follow the army in its retreat. He well knew that he could not live in Rapides and expect the respect of his former clients. When Governor Wells organized his government in New Orleans he named Hyman as the Chief Justice of the Supreme Court, this position he held until the court was re-organized under the Constitution of 1868, when he was not re-appointed. In 1871 he was named as a District Judge in Jefferson parish, which position he held until 1880 when the Democrats elected his successor. He never returned to Rapides. Among the lawyers who knew him he was credited with real ability, but ready and willing to change his views as circumstances directed.[71]

Thomas Courtland Manning, of the Alexandria bar should be mentioned in passing—a great figure in his times. He will be discussed in a later chapter of this history. There were two judges of the district court we must not fail to mention, one was Henry Boyce and the other was John Harris Johnston who was a half brother of Senator Josiah Stoddard Johnston, and a full brother of General Albert Sidney Johnston of Confederate Army fame. He was a native of Kentucky but a life long resident of this parish. He held the confidence and esteem of the people with whom he made his home and was honored with offices both elective and appointive having served as a member of the General Assembly from the parish, district and parish judge.

The legend persists here that General Albert Sidney Johnston as a boy desired to enter the merchant marine. That his father sent him to Alexandria to visit his brother, the senator, with the idea that his mind could be changed. At Alexandria he was persuaded to return to Kentucky and enter Transylvania College to complete his education and while there he obtained through the influence of his older brother an appointment to West Point from which institution he graduated with honor and his future life was changed.

Judge Henry Boyce was a native of Ireland who had settled in Rapides and engaged in the practice of law and in operating extensive planting interests partly inherited by his wife and

[71] See further on Hyman. Dart's History of the Supreme Court of Louisiana, p. 267.

partly purchased by the Judge. He was appointed district judge to succeed Judge Campbell, and was made U. S. Dist. Atty. for the Western District in 1849, when Judge Campbell became Judge of that Court. Upon the retirement of Campbell, Judge Boyce succeeded to that position. He continued to serve as Federal District Judge until the court was suspended during the Civil War. It was abolished in 1866.

In 1865, Judge Boyce was selected as one of the Representatives from Rapides. When the General Assembly met and took up the selection of a United States Senator, they agreed upon Boyce to fill this position. Under the political conditions of that era he was never seated. Boyce became greatly interested in the project of building railroads through Louisiana and after the war moved to St. Louis where he continued to reside until his death.

Among the names of the men who held the position of parish judge we find the following: William Stoddard Johnston, who it is said was emancipated in order that he might fill the position; Thomas C. Scott, who was clerk of the Superior court, a member of the legislature, and the president of the branch of the Louisiana Bank at this place; John Harris Johnston, George R. Waters, Frederick W. Brewer and Manor R. Ariail. Of the District Attorneys we find the names of Patrick Barry who resigned to go to California in 1849; William Dunbar; A. J. Isaacs; Octo Nash Ogden and C. N. Hines.

Among the lawyers we find the names of William Wilson and Isaac Baldwin, the Scotts, Thomas C. and Charles F., Isaac Thomas, Basil Q. Riggs, Micah P. Flint and James T. Flint. These last four men were the attorneys in the suit of McPherson vs. Robinson, 4 La. Reports, 563 (1832): a suit brought by a negro man McPherson to obtain his freedom. He claimed that he had been kidnapped in Washington, D. C., and brought to New Orleans and sold as a slave to M. and T. J. Wells by Robinson. The latter was a non-resident and did not make an appearance in the case, but was represented by Thomas and Flint. Wells was represented by Riggs, while the negro was represented by James T. Flint. This case created a goodly amount of interest in this section and was the occasion of a great deal of comment. The final decision gave McPherson his freedom and a judgment again Wells for the labor he had performed during his enforced slavery. Thomas was the brother-in-law of the Flints, and all were large slave holders and planters.

Other names to be found among these members of the bar are E. F. Briggs, Michael Boyce, Henry M. Hyams who was the lieutenant governor from 1860 to 1864; Bryce; Richard Winn, who was a candidate for Congress and conceded the winner, but died a few days before the election; James F. Brent, a son-in-law of Overton and a brother-in-law of Winn. Brent died before he was forty. Later we find the name of Gwinn Harris, John K. Elgee,[72] T. H. Lewis, Groton, Edelen and a number of others.

There is a remarkable story told of one Fredrick W. Brewer as he styled himself, or F. W. Pascal as others insisted was his real name. This man, be his name whatever it might be, came to the parish between 1830 and 1840. He was polished, a thorough gentleman and in education above the ordinary. He met and impressed General Walter H. Overton, who became his sponsor as it were and introduced him to the public and the local society. Brewer, as he was known, was an able lawyer, spoke both French and English. His knowledge of French was such that in 1840 when his friend and partner Richard Winn was a candidate for Congress and could not talk in French to the Creoles of his district, Brewer carried on Winn's fight in the Creole parishes. Brewer had been a member of the General Assembly of the state and had been appointed by the Governor as parish judge. He had married a most charming lady, a member of a highly respected family and his future seemed to be assured. And then a stranger came to town and confronted Brewer with the fact that his name was not Brewer but Pascal, and that he had fled from his home in Georgia, where he had been charged with embezzlement of funds entrusted to his care. Brewer returned to Georgia to be confronted with the witnesses who could identify him. An old negro woman who had been his nurse was called upon to say who he was. When the first visit was made she said he was Pascal the child she had nursed and help raise, but a few days later she changed her mind and could not identify him as the same person. Pascal or Brewer returned to Louisiana, sold out his possessions and with his wife moved into Texas, there it is said he became a judge and a man of great influence.

[72] Elgee was a candidate for Chief Justice against Edwin T. Merrick and was defeated by a narrow margin. Later on he was an opponent of secession and it is said left the Parish permanently at or about the time the War opened. The mind reacts to the question of what would have been the result had Elgee won, for we know that the Supreme Court of 1852 was divided in sentiment and had Elgee been Chief Justice there might have been a disintegration of the judicial department of Louisiana as represented by the Supreme Court.

During the early days of the parish or during the period from 1813 to 1845 the judges of the district would go from parish to parish to hold terms of court and the members of the bar would journey with them. The lawyers from Natchitoches and Avoyelles would go to Rapides as would the lawyers from Rapides attend the sessions of court held in Natchitoches and Marksville.

The membership of the bar at Alexandria just prior to the Civil War, included the following, there may have been others as there were such of the time prior to that date and not listed above:

James W. McWaters, Michael Ryan, Thomas Courtland Manning, William B. Hyman, A. Cazabat, M. R. Ariail, John K. Elgee, A. J. Isaacs, T. H. Lewis, John Osborn, who became the reconstruction judge; H. B. Kelly, J. H. C. Barlow, and Mercer Canfield, who became a major in the Confederate Army and was killed at the battle of Mansfield.

It is impossible to recount the numberless stories that have been told of the men who made up the bar of this parish in the days gone by, but they were always credited with ability, honesty as well as thrift. Most of them were planters and slave owners living on their plantations and coming to their offices each day when the weather would permit and when they died their estates were usually insolvent which does not speak well of their ability as business men.

(To be continued)

THE INTERREGNUM IN LOUISIANA IN 1861

The Course of Events in the State from November, 1860, to April, 1861.

By LANE CARTER KENDALL, M. A.

FIFTH INSTALLMENT

(Continued from January, 1934, Quarterly)

CHAPTER VI.

THE END OF INDEPENDENCE

WHEN THE convention assembled on March 13, a letter from the governor of the state was brought up for consideration. It read as follows:

Executive Office
Baton Rouge, March 7", 1861

To the Hon. A. Mouton

President of the La. State Convention:

Sir—I have the honor to transmit herewith a certified copy of an act of the Congress of the Confederate States entitled "An Act to raise Provisional forces for the Confederate States of America and for other purposes," also a letter which I received from the Hon. L. P. Walker with the enclosed act.

I find in the Ordinances of the La. State Convention "For the Establishment of a Regular Military Force for the State of Louisiana adopted Feb 5" 1861 no provision for the contingency presented nor has the authority to act in the matter been given by any law of this State.

I have therefore the honor to request that the Convention will by Ordinance or otherwise instruct me in the premise.

I shall communicate to the Federal Government without delay the information desired by the War department.

Very respectfully

Your Obt Servt

THOS O MOORE
Governor of the State of Louisiana[1]

[1] *Journal*, p. 154.

In accordance with the request of the governor, the convention adopted a resolution which had been proposed some time previously by Wilkinson. In this proposal it was provided that

> . . . . the Governor of this State be and he is hereby requested to communicate without delay to the President of the Confederate States of America the desire of the people of Louisiana to have the regular Army of this State or such portion thereof as may be required for the wants of the General Government of the Confederate States of America transferred to the Army of the said Confederacy as soon as circumstances may permit.[2]

It must be remembered that until Louisiana formally ratified the constitution of the Confederate States by the action of the convention, she was an independent nation. In her capacity as such the convention as the ruling body of the State, received the following communication from Governor Moore:

> Executive Office
>
> Baton Rouge, March 13" 1861
>
> Hon. A. Mouton,
>
> President of the La. State Convention.
>
> Sir. In compliance with the request therein contained I have the honor to enclose a series of resolutions adopted by the Choctaw Nation together with the addresses of their enlightened and Patriotic Principal Chief to the special and extra Council of his people. The future relations between the Chickasaws, Cherokees, Creeks, Seminoles and Choctaws who own inhabit and govern the Indian Territory and the Government of the Confederate States of America will probably be the subject of thoughtful Consideration.
>
> Very Respectfully
>
> Your Obt Servt
>
> THOS O MOORE
>
> Governor of the State of Louisiana[3]

The resolutions were turned over, without reading, to the committee on the formation of a southern confederacy. Just what they contained, and what expressions of friendliness they set forth, is not known, as the *Journal* does not carry them, nor did the contemporary newspapers give any account beyond the bare mention of the reference to the committee.

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[2] *Ibid.*
[3] *Journal*, p. 165.

Moore, the chairman of the committee, reported to the convention in the following resolution:

> *Be it resolved* by the people of Louisiana in convention assembled, That they have received with gratification the message of the Principal Chief of the Choctaw Nation to their General Council which contains an able exposition of the wrongs sustained by the Slave Holding States from the acts of the Northern States, and also the resolutions of feeling entertained towards us, and we do now assure them that we entertain great respect and friendship for their nation and are desirous of cultivating relations of cordial amnity (sic) with them.
>
> *Resolved further* That the President of this Convention be requested to forward to the Principal Chief of the Choctaw Nation a copy of these resolutions.[4]

This report was adopted by the convention after Moore had asked permission to take it up for final action.

By now Louisiana had begun to decline as an independent power. The interest of the people seems to have changed, and the enthusiasm of January was no longer evident. It should be pointed out that, as the session of the convention prolonged itself beyond the time of the passage of the ordinance of secession, the attendance of the various delegates began to drop off. There were 130 members of the body, yet we find repeatedly that the convention was called to order with only seventy to ninety delegates present at the roll-call.

This body which thus gradually disappeared from view, was greatly criticized for seizing the federal Mint at New Orleans, but it must be admitted that it was very business-like in methods of confiscation. A receipt was given to the superintendent for the property while that official was still a federal employee. Then a very careful inventory of the property acquired when the edifice was taken over was made and submitted to the convention. The machinery used in the melting department represented an appraised value of $16,448.00. The list of the various implements was signed by the melter and refiner, M. F. Bonsano.

The coining department estimated that the tools and machinery under the care of the coiner were worth $63,122. The inventory of this department of the Mint was signed by B. F. Taylor, who was in charge thereof. The public property pertaining to

[4] *Journal*, pp. 170-71.

the treasurer's office was listed, together with its condition at the time of the seizure, and valued at $2,554.50. The general inventory was subscribed by the treasurer of the Mint, A. J. Guirot.

The Montgomery Convention had drawn up a provisional constitution which had been sent to the various states for ratification. The first attempt to join the Confederacy caused a great deal of excitement in the Louisiana convention. On March 15, Cannon introduced an ordinance which provided for the submission of the permanent constitution of the Confederate States to the people of the state of Louisiana. It was laid over until the next day, in accordance with the rules of the convention. The population of New Orleans, the convention, and the press instantly split over the matter. When it was noised abroad that Cannon was going to introduce his bill, the *Crescent* appeared with this editorial:

> We regret to see that an effort has been made in certain quarters to produce division and discord among the people of this State, in reference to our acceptance of the action of the Congress of the Confederate States at Montgomery. Leaving out of view the fruitlessness of the attempt, nothing could be, at this time, more ill-timed or injudicious.
>
> By a vote of nearly seven to one, the Convention of Louisiana determined that her connection with the old Union should cease. The Convention not only decided this question promptly but sent delegates to the Convention at Montgomery to participate in the formation of a general government for all the seceded States of the South. That Government has been organized, and the action of our Representatives in the Southern Congress is submitted to us for approval or rejection. Although it is a case where it is of the utmost importance that we should act with promptness and decision, there are those who counsel the hesitating, temporizing, useless policy of a submission of the question to the popular vote . . .
>
> The excuses which are offered for the proposition to which we have alluded are of the most extraordinary and indefensible character. It is said the acceptance or rejection of the Montgomery constitution must be decided by the people, because the people are the source of all political power and authority. Grant the premises, and the conclusion by no means follows . . .
>
> Only one question remains to be decided. It is, whether Louisiana shall become a member of the Southern Confederacy or an independent commonwealth—because nobody

but one equally as bad as an Abolitionist would advocate her return to the old Union. Now, then, the Convention of the State, fully representing its sovereignty, is not only capable of deciding this question, but its members were elected with a view to decide all questions cognate to our separation from the old Union. Those who are distrustful of the capacity of the Convention to decide the question of the adoption or rejection of the Montgomery constitution are equally distrustful of the patriotism and good sense of the people—because the Convention is the aggregation of the will and the intelligence of the people, and the body itself is the result of their free and untrammelled action at the polls . . .

Let it be remembered, also, that time presses, and that the delay of taking a popular vote, besides being useless, may be of definite injury to the Southern cause.[5]

The other side of the question is set forth by the Picayune in the following words:

. . . . As we said before, we have heard no good reason why the constitution should not be submitted to a Convention of Delegates elected for the express purpose of ratifying or rejecting it. We see it asserted that nowhere, except here in Louisiana, is there any indication of a desire to "resort to the useless, procrastinating, cumbrous formality of a ratification by the popular vote." This is an error . . . .[6]

On the following day, the same journal carried this editorial:

The general question of submission to the people has no relation to the character of the quality of the constitution to be decided upon. It has reference to the broad doctrine that "All governments should be based upon the consent of the governed." This is American doctrine, as contradistinguished from the "divine right" of rulers prevalent in Europe. The convention may proceed upon the idea that, in electing them for a particular purpose, the people have consented to what was not in existence at the time, if they agree amongst themselves to keep it from them. They may make their constitutents think so, and they may not. It is a risk there in no necessity of taking.

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[5] *Daily Crescent*, March 14, 1861.

[6] *Daily Picayune*, March 15, 1861.

Cannon's ordinance was brought up for consideration in the convention's session of March 19. It read as follows:

> An ordinance to provide for submitting the permanent Constitution of the Confederate States of America, to the people of the State of Louisiana.
>
> Section 1. *Be it ordained* by the People of the State of Louisiana in Convention assembled, That the permanent Constitution for the Confederate States adopted by the Provisional Congress at Montgomery on the — day of March, 1861, shall be submitted to the qualified voters of the state of Louisiana, for their ratification or rejection.
>
> Section 2. *Be it further ordained,* That for this purpose an election shall be holden at the different election precincts throughout the State on Monday the 6" day of May A. D. 1861: which election shall be holden and conducted in all respects and the returns thereof be made in the same manner as now provided by law for the election of members of the General Assembly.
>
> Sect. 3. *Be it further ordained,* That the said Constitution together with this ordinance shall be published in the official Journal of this Convention, in French and English, for at least 30 days prior to the date of said election.
>
> Sec. 4. *Be it further ordained.* That at least 30 days prior to the said 6" day of May 1861, the Governor of the State shall issue his proclamation for the holding of said election.
>
> Sec. 5. *Be it further ordained.* That at said election the electors shall endorse on their ballots "Constitution accepted" or "Constitution rejected." And if from the returns made it shall appear that a majority of the qualified voters of the State have accepted the Constitution, then the Governor shall issue his proclamation declaring that fact, and shall also notify the President of the Confederate States that said Constitution has been ratified by the State of Louisiana.
>
> Sect. 6. *Be it further ordained.* That if from the returns of said election, it shall appear that a majority of the qualified voters of the State have voted to reject said Constitution, the Governor shall immediately notify the President of the Convention of that fact, and he (the President) shall call together this Convention at as early a day as practicable, with the view of determining upon the best course of action for the future welfare of the State[7]

[7] *Journal*, pp. 162-64.

There was a great deal of debate in the convention over the Ordinance, but it was finally silenced by Walker, who called the previous question, after he had attempted to adjourn the meeting. The ordinance was rejected by the body, 74 nays to 26 yeas.

This action, which was apparently so contrary to the general feeling of the people in New Orleans, if not in the entire state, was the basis of the following comment, which appeared shortly after the result was made known:

> The Convention decided last Saturday by an overwhelming majority, that they will not submit the constitution to the people. It was a fearful responsibility they have assumed, and one which carries with it the obligation to see that the State receives no harm from the compact they are about to adopt, for they have disarmed her of the right to see to it for herself.[8]

We have this further criticism of the high-handed performance of the Convention:

> We dare say the majority of the Lyceum hall wigwam are marvelously well satisfied with their grand achievement of Saturday, on which occasion, with a heroism and daring uncommonly brilliant, they refused, by a majority peculiarly imposing, to submit the work of the third degree fraternity at Montgomery to the approval or rejection of the people of this state . . . The only question now is, whether upon the whole the work was judiciously performed; whether a decent regard for the opinions of mankind would not have suggested a little more semblance of respect for those forms of procedure to which other communities have been accustomed, if long in disuse immediately here; whether, in a word, it would not have been just as convenient to the prompters of the magnificient farce to have ordered their work to be submitted to the test of a popular vote as to pass it amid the ribald jeers and licentious defiance of the mockery of such ordeals . . .[9]

On March 19, the convention finally got down to the actual consideration of the constitution. Butler moved that the convention go into secret session during the deliberations on that subject, but his proposal was defeated. The passion for secret sessions seemed to have died down after about the third week of the existence of the convention. Herron moved that the constitution

[8] *Picayune*, March 19, 1861.
[9] *Daily True Delta*, March 19, 1861.

be ratified by the convention at that particular session. The will of the "sovereign people" was thus to be completely disregarded, and the omniscient delegates, had the proposal been accepted, would have proceeded to do what they saw fit in the premises. Estlin thwarted the attempt, however, by suggesting the postponement of the consideration until the following day at noon. This was accepted by the convention by a vote of 69 to 35.

On March 21st, the question of ratifying the constitution of the Confederate States was once more brought out for discussion. O'Bryan presented an ordinance which provided for that action. Rozier submitted a substitute for this bill.

> Mr. Rozier, of Orleans, asked to submit his ordinance to provide for the calling of a state convention, taking the sense of the people on the adoption or rejection of the constitution. He moved that the blank in the ordinance (published) be filled with the sum of $25,000. Mr. Rozier said that the whole secession movement and the action of this convention were characterized by a total disregard of the voice of the people. He desired that the constitution of the Confederate States should be submitted, so that the people of Louisiana might exercise their sovereign rights. Objection was made to him that he had not signed the ordinance of secession. He had not, but was willing to stand by it, as it declared Louisiana a free and sovereign state. Those who had signed it were not willing to stand by it—they were deserting, and now asked him to transfer his allegiance from Louisiana to South Carolina, Georgia, Alabama, &c.,—foreign states. He wanted Louisiana to remain separate and alone until the future should develope (sic) the necessity of action. The border states had not gone out, and thousands in this city would have voted the co-operation ticket had they not been told that Virginia, Kentucky, Tennessee, and Arkansas would follow the cotton states. The provisional government is to last for a year. The interest of Louisiana is represented, and therefore there is no reason for precipitate measures now. The secessionists were the submissionists, who had given up our rights in the territories, the grave of Washington, and all property in public buildings, and navy, to the north. Cooperation would have secured us all these, and more . . . .
>
> If war comes, New Orleans would, as Yancey said, be the "Apple of discord," and the blood of the young men and the treasures of this city would be called chiefly into requisition. He was for "masterly inactivity" . . .

> Mr. Fuqua, of Feliciana, rose to explain his position. When the constitution came, he had favored the submission of it to the people because the people had not at any time been consulted. He admired the constitution and thought that the people would sustain it overwhelmingly. When the convention refused to submit it a great blunder was committed. It gave the opposition power. He was opposed to calling another convention, as the history of this convention admonished us of the danger of such bodies. All kinds of measures had been introduced here, system and laws had been turned upside down; banking, judiciary, all sorts of measures had been before this body, and, did the session last until doomsday something would be on hand. It was time to economize, to get rid of convention expenses and dangers.
>
> Mr. Roselius followed Mr. Fuqua, and made an elaborate and powerful argument against the constitution—because it did not emanate from the people, because it was intended to build up an oligarchial system, because the provision in relation to the tariff was un-republican, and the article permitting members of the cabinet speaking on the floor of Congress obnoxious in the extreme.
>
> Mr. Semmes replied at length, defending the constitution generally and particularly.[10]

In spite of all the oratorical fireworks, the supporters of Roselius's ordinance were defeated inasmuch as the bill was finally tabled by 94 yeas to 10 nays.

Bush presented an ordinance on the same subject, but it was likewise tabled. Not until Semmes proposed his bill did the convention seem to be satisfied. His substitute read as follows:

> We the people of the State of Louisiana, in Convention assembled, in the City of New Orleans, on the 21st day of March, in the year of our Lord, one thousand eight hundred and sixty one, having fully considered the Constitution of the Confederate States of America adopted by the Congress of the Confederate States at Montgomery in the state of Alabama, on the 11" of March in the year of our Lord one thousand eight hundred and sixty one and submitted to us for consideration, do assent to and ratify said Constitution, hereby announcing to all those whom it may concern, that the said constitution is binding upon the people of the state of Louisiana.[11]

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[10] *Ibid.*, March 22, 1861.

[11] *Journal*, pp. 176-77.

This ordinance was entirely innocuous, as it committed the State to nothing except the ratification. In his ordinance Bush had explicitly said that

> . . . . we hereby obligate ourselves the same to maintain, protect and defend. And for the support of this declaration, with a firm reliance on the protection of Divine Providence we mutually pledge to each other, our lives, our fortunes, and our sacred honor.[12]

This would have been far more effective if it had been adopted, pledging as it did the very lives of its supporters to the defense of the constitution. Semmes' substitute did not go so far. Apparently the convention was in a mood merely to assent to the constitution, but not to commit itself too much even in that way. The members were apparently too shrewd to pledge anything of their own. The State could be involved, but not their personal fortunes.

Lawrence called for the yeas and nays on the ordinance, which were given as follows:

> YEAS: MESSRS. Adams, Avegno, Barbin, Barrow, Bermudez, Bonford, Bonner, Briscoe, Burton, Bush, Butler, Caldwell, Cook, Connelly, Conner of Concordia, Conner of St. Tammany, Cottman, Davidson of Sabine, Dorsey, Duffel, Dupre, Elgee, Estlin, Fuselier, Fuqua, Gardere, Gaudet, Gladden, Gill, Girard, Graves Griffin, Hernandez, Herron, Hough, Hodge, Hodges, Hollingsworth, Johnston, Kennedy, Kidd, Labatut, Laurence, Lagroue, LeBourgeois, Lewis of Bienville, Lewis of Claiborne, Manning, Marshall, Marrero, Marks of Caddo, Marks of Orleans, Martin of Assumption, Martin of Carroll, Magee, McClosky, McCollam, McFarland, McNeely, Melancon, Meredith, Miles, Miller, Moore, Mouton, Norton, O'Bryan, Olivier, Patterson, Perkins of Lafourche, Perkins of Madison, Perkins of Orleans, Peck, Pemberton, Pike, Polk, Pope, Provosty, Pugh, Richardson, Scott of Claiborne, Scott of East Feliciana, Semmes, Smith, Slawson, Smart, Sompeyrac, Sparrow, Stewart, Swayze, Tappan, Talbot, Taylor of St. Charles, Taylor of St. Landry, Texada, Todd, Towles, Tucker, Valentine, Verret, Warren, Walker, Williams of St. Helena, Wilkinson, Wiltz, Williamson and York—107.
>
> NAYS: MESSRS. Bienvenu, Garret, Lewis of Orleans, Roselius, Rozier, Stocker and Taliaferro—7.[13]

[12] *Ibid.*, p. 176.
[13] *Ibid.*, p. 178.

(To be continued)

NEW ORLEANS AND THE WAR OF 1812

By REED MC. C. B. ADAMS
New Orleans, La.

FIFTH INSTALLMENT
(Continued from January, 1934, Quarterly)

CHAPTER V

THE NIGHT BATTLE OF DECEMBER 23, 1814 AND THE SUBSEQUENT ASSAULTS ON JACKSON'S LINES PRIOR TO JANUARY 8, 1815

Jackson first learned of the arrival of the British at one thirty, the afternoon of December 23, 1814,[40] and by two o'clock a detachment of artillery, with two field pieces, one regiment, the 7th of the line under Major Peire, and a body of marines were sent in advance. The force of Tennesseeans under General Carroll, which was four miles above the city, soon reached New Orleans, and at four o'clock the Tennessee riflemen, Mississippi dragoons under Colonel Hinds, and Orleans riflemen, Captain Beale in command, took their stations two miles below. The battalion of men of color under Major Daquin, the 44th regiment of regulars commanded by Colonel Ross, and Plauche's battalion of uniformed companies followed next, as Commodore Patterson, on board the United States schooner Carolina, floated down towards the enemy.[41] It had been for Patterson's benefit that a suspension of the writ of *habeas corpus* had been recommended, so that he might impress seamen; but the legislature had thought it better to induce sailors, by the offer of ample bounties. A sum of six thousand dollars was therefore placed at the disposal of the commodore, to be expended in bounties; and to remove the opportunity of seamen being tempted to decline entering the service of the United States, by the hope of employment on board merchant vessels, an embargo law was passed.[42] Thus Patterson was enabled to equip and man the schooner Carolina and the ship Louisiana, a merchant vessel, which had been purchased and fitted for warlike uses.[43] Claiborne, when the alarm was given

[40] *Ibid.*, pp. 150-51.
[41] Gayarré, *op. cit.*, IV, 422-24.
[42] Martin, *op. cit.*, p. 370.
[43] Walker, *op. cit.*, p. 140.

had placed himself at the head of the city militia and started for the Villere plantation, but received an order from Jackson to turn, and march towards the Gentilly road.[44] There, with two regiments of the state militia, and a company of horse, he took position to oppose any force that might come from Chef Menteur.[45] Claiborne felt himself very badly used because he was thus denied any part in the battle which took place,[46] but Colonel Richmond in his lecture on the Battle of New Orleans expressed the opinion that Jackson especially chose him for the Gentilly post because he greatly feared an attack from that direction.[47] Considering Claiborne's early expression that he intended to rank with and after Jackson,[48] giving him command of another sector was wise on Jackson's part for thereby he prevented any controversy arising because of conflict of authority between Claiborne and Jackson's immediate inferiors in rank. The ladies of New Orleans who had been busy making uniforms, etc. for Jackson's men, were a little disturbed by the news of the arrival of the British but nevertheless gave their defenders a personal farewell as they left to take position at Canal Rodriguez. Disdaining to flee before such an enemy, they provided themselves with daggers, which they were resolved to use if perchance Jackson's pledge of his life for the defense of New Orleans, though fulfilled, failed to save the city.[49]

At seven o'clock, the evening of December 23, 1814, the Carolina anchored opposite the center of the British encampment, refusing to answer all hails or to reply to musket shot till that operation was fully completed. That done she opened with a terrific broadside that swept the camp. Musketry and Congreve rockets both prove ineffective against her fire so that the British were compelled to give up their camp, seeking shelter behind the levee and such shelter in the way of buildings, etc., that the plantation offered. The firing of the first broadside from the Carolina was the signal for attack by the land forces under Jackson who had been anxiously waiting for it. Jackson engaged on the right while Coffee pushed forward on the left along the edge of the swamp. Once past Lacoste's

[44] Rowland, *op. cit.*, VI, 378.
[45] Martin, *op. cit.*, p. 374.
[46] Rowland, *op. cit.*, VI, 371-72.
[47] Richmond, *op. cit.*, files of the 87th Division.
[48] Gayarré, *op. cit.*, IV, 388-90.
[49] Walker, *op. cit.*, pp. 160-62.

canal, the left flank of the American position, Coffee gradually extended his line forward until he could completely turn it, facing the British between himself and the river. He immediately notified Jackson of his position but it was too late for Jackson to make use of this advantage, since the enemy had already been permitted to retire under cover of a fog that made pursuit extremely hazardous. Consequently, Coffee received orders to fall back. His force all returned safely except one detachment of twenty-two members of Beale's Rifles who had deployed so far to the left that they were unable to retire before the Grenadier company of the 93rd Highlanders who had just arrived, intercepted and captured them.[50] Morgan, stationed at English Turn, was persuaded by his men when they heard the firing to march along the levee road until, making contact with a force of the enemy, whose number he was unable to determine because of the darkness, he halted for a consultation with his officers. The decision was to return, and they moved back a little before daylight.[51] Some soldiers who had just been discharged from the hospital had to be left behind. Having a chance to reconnoiter before leaving, they discovered that Morgan had faced the night before a British corps of six hundred men,[52] nearly twice his own strength. Lucky for him that they had been as wary of engaging as he had been.

The fighting continued till about nine thirty. In the two hours of fighting Jackson reported one hundred killed, wounded and missing at the first count,[53] but a better count doubled this amount.[54] The British had lost almost twice as many as the Americans.[55] The total available American force had been 2,131, men and officers including those sent out to Chef Menteur under Claiborne,[56] and the number of the British first engaged was arount 1,800, so that the two forces were about equal at the beginning of the battle. Before it was over, the British had increased their number by reinforcements to about 2,500.[57]

At four o'clock, on the morning of December 24, 1814, Jackson withdrew all of his forces except for the Mississippi mounted riflemen and Feliciana dragoons, left to watch the enemy, to

[50] *Ibid.*, pp. 167-79, *passim.*
[51] Martin, *op. cit.*, p. 375.
[52] Latour, *op. cit.*, p. 102.
[53] Bassett, *Correspondence of Andrew Jackson*, II, 126-28.
[54] Latour, *op. cit.*, appendix, No. 29.
[55] Parton, *Life of Andrew Jackson*, II, 103.
[56] Latour, *op. cit.*, p. 106.
[57] Walker, *op. cit.*, pp. 192-93.

Rodriguez' Canal. The canal was deepened and widened, and a strong wall formed behind it, with the earth which had been orginally thrown out. The levee was broken, about one hundred yards below these works, and a broad stream of water passed rapidly over the plain, to the depth of about thirty inches, preventing the approach of troops on foot. Embrasures were formed in the wall, and two pieces of artillery placed so as to rake the road which runs along the levee. Morgan was directed to send a strong force as near the British as possible to destroy the levee below them and thus obstruct any movement of the enemy in that direction also.[58] But soon after the waters of the river subsided, and the cutting of the levees proved ineffective. The Louisiana joined the Carolina on the morning of December 24, 1814, anchoring about a mile further up the river, and from their position on the opposite side of the river these two ships kept up a harrowing fire on the British encampment.[59] Because of the difficulty of obtaining earth for the embankment due to the lowness of the land, cotton bales were proposed as a substitute. Jackson adopted the plan but found out before long that they were more of a nuisance than anything else with catching on fire and being so readily knocked about by the cannonade of the British. The British also had their happy thought with its equally dire result. They used hogsheads of sugar as a barricade only to discover that cannon balls pierced them with seemingly no difficulty whatever.[60] The closing event of December 24, 1814, was the signing of the treaty by the Commissioners at Ghent which made the hostilities which followed so unnecessary,[61] and all that the British suffered from their campaign in the Southwest could have and should have been avoided. I cannot feel that their misfortunes were less than they deserved.

Jackson feverishly continued the strengthening of his lines. Horses, oxen, mules, tools, instruments, as well as any who could assist in their use, were pressed into service for the defense of New Orleans,[62] while the Carolina and the Louisiana continued to make life miserable for the British. Suddenly on Christmas morning, 1814, Sir Edward Packenham appeared in the British

[58] Martin, *op. cit.*, pp. 376-77.
[59] Walker, *op. cit.*, pp. 193-94.
[60] Parton, *Life of Andrew Jackson*, II, 110-12.
[61] J. Q. Adams, *The Duplicate Letters', the, Fisheries and the Negotiations of Ghent, Collected and Published, By John Quincy Adams* (Washington, 1822), pp. 53-56.
[62] Parton, *Life of Andrew Jackson*, II, 118-21.

camp to take charge. A veteran of the European wars, his presence sent a cheer from the throats of the bewildered English. But he saw little to cheer him, as he perceived and lamented the original error in not advancing on the 23rd of December, 1814. The plan to withdraw and try another quarter was suggested but overruled when Cochrane strenuously objected. An inspection of the enemy's lines December 26, 1814, convinced Packenham that the only course open to him was a direct assault of the American lines.[63] In the meantime, Jackson feared for the safety of Morgan, detached as the latter now was from Jackson's camp, so he ordered Morgan to abandon his position, carrying off such of the cannon as he conveniently could, and throwing the remainder into the river, from whence they might be recovered when the water subsided; and to cross the stream, and take and fortify a position opposite to the American lines.[64] The next day, December 27, 1814, a battery was discovered on the British side of the river from which a fire was opened on the Carolina. These had been ordered by Packenham, who had realized that the Carolina's destruction was the first task before him. The engagement was short, ending in the abandonment of the Carolina by Captain Henley, who, being prevented from retiring because of lack of wind, defended her mightily until the hot shot of the British had taken such good effect as to render further defense foolhardy.[65] The British next turned their fire against the Louisiana but too late. Taking alarm at the first salvo, Lieutenant Thompson, on the Louisiana, put out small boats etc., and finally succeeded in getting her out of danger before any damage was done, anchoring just opposite Jackson's line so as to command any approach of the British.[66]

Early on December 28, 1814, the British were seen advancing against our lines in two columns.[67] It was a demonstration of force planned by Packenham to frighten the Americans out of their position. Keane commanded the force approaching our right where Jackson was, and General Gibbs, who had come with Packenham as second in command, was in charge of the column that advanced along the wood and swamp on the American left. Several guns brought up from the fleet, now opened on the Ameri-

[63] Walker, *op. cit.*, pp. 212-14.
[64] Martin, *op. cit.*, p. 377.
[65] Gayarré, *op. cit.*, IV, 444-45.
[66] Walker, *op. cit.*, pp. 217-18.
[67] Latour, *op. cit.*, p. 119.

can lines and the Louisiana. The fire was returned by both the Louisiana and our battery covering the advance along the levee road with such good effect that some success by the British on our left was more than countered by our artillery on the right, so that the enemy was forced to withdraw, leaving behind their cannon which were only retrieved late in the day after tremendous exertions.[68] The British force by this time amounted to between nine and ten thousand men,[69] whereas Jackson's force was less than half that number.[70] Again the British had failed. The deadly work of the Baratarians under Captain Dominique who had been hastily transferred from Bayou St. John, and of Commodore Patterson lately of the Carolina, contributed heavily to the defeat of the British.[71]

The legislature had ceased to sit as soon as it was heard that the British were on Villere's plantation, when its members dispersed each to take his post for the defense of the city. Those not in the armed forces busied themselves, some attending a military committee, others superintending the supplying of the wants of indigent families, whose men folks were at the front, and still others providing for those who daily arrived in the city to assist in its defense. The apprehension from the black population which had been excited by a rumor of Jackson's intention to fire the city, induced several influential gentlemen to visit the adjoining parishes in order to quiet the fears of their inhabitants. The city council also gave active support to the needy, and Girod, the mayor, never rested from his task of collecting arms and driving stragglers to the field.[72] Every day, towards noon, a few members of each house of the legislature, met so that if any need arose, it might be quickly met. On December 28, 1814, Jackson received word that the legislature was planning to give over the city of New Orleans to the British. He refused to believe the report but as a precaution gave orders to Claiborne to investigate and if the report was verified to "blow them up." The Governor quickly took advantage of his power of discretion to put a guard at the door of the chamber where the legislature met.[73] The members of both houses met elsewhere as soon as a quorum could be

[68] Walker, *op. cit.*, Chap. XI, *passim.*
[69] Latour, *op. cit.*, p. 125.
[70] Walker, *op. cit.*, p. 224.
[71] Gayarré, *op. cit.*, IV, 450-51.
[72] Martin, *op. cit.*, p. 378.
[73] Parton, *Life of Andrew Jackson*, II, 143-46

assembled and sent a resolution to Jackson stating their grievance at being so mistrusted to which Jackson sent the following reply:

> The Major-General commanding has the honor to acknowledge the receipt of the joint resolution of both houses of the honorable legislature of the state of Louisiana, now in session, dated the 30th inst. and communicated to him by a joint committee of both houses, to which the general gives the following answer:
>
> That just after the engagement between the British and American armies commenced on the 28th inst., when the enemy was advancing, and it was every instant expected they would storm our lines; as the general was riding rapidly from right to left of his line—he was accosted by Mr. Duncan, one of his volunteer aids, who had just returned from New Orleans; observing him to be apparently agitated, the general stopped, supposing him to be the bearer of some information of the enemy's movements, asked what was the matter. He replied that he was the bearer of a message from governor Claiborne, that the assembly were about to give up the country to the enemy. Being asked if he had any letter from the governor, he answered in the negative. He was then interrogated as to the person from whom he received the intelligence; he said it was from a militia colonel; the general inquired where the colonel was, that he ought to be apprehended, and if the information was not true, he ought to be shot, but that the general did not believe it. To this Mr. Duncan replied that the colonel had returned to New Orleans, and had requested him, Mr. Duncan, to deliver the above message.
>
> The general was in the act of pushing forward the line, when Mr. Duncan called after him and said, "the governor expects orders what to do." The general replied that he did not believe the intelligence; but to desire the governor to make strict inquiry into the subject; and if true to blow them up. The general pursued his way, and Mr. Duncan returned to the city. After the action, Mr. Duncan returned, and on the general's stating the impropriety of delivering such a message publicly in the presence of the troops, as well as the improbability of the fact, he excused himself by the great importance of the intelligence, and then for the first time, the general heard the name of colonel Declouet, as Mr. Duncan's author.
>
> The above statement, the general gives as a substantial one, of the matter referred to in the resolutions of the

> senate and house of representatives; and to this he adds, that he gave no order to the governor to interfere with the legislature, except as above stated.
>
> ANDREW JACKSON
> Maj. Gen. Commanding.[74]

The difficulty seems to have arisen because of the suspicion in Jackson's mind that the legislature was more interested in saving New Orleans by far, than they were in defeating and destroying the British expedition, the one object of Jackson. The visit of a committee a few days previous to ask him what he intended doing if forced to retreat, did not improve his opinion of the worth of the legislature.[75]

The British now realized that they must have the support of heavy artillery before they could hope to take the American entrenchments. Too, they themselves must entrench if they were to resist the fire of the American batteries. They spent three days in this preparation, while bringing up big guns from the fleet.[76] During that time Jackson steadily improved his position. A Marine battery was constructed on the right bank of the Mississippi, facing the opposite shore just below Jackson's line, thus commanding both the high road and the river.[77] December 30, 1814, Major-General Villere arrived with three hundred more militia.[78] They were just in time to become acclimated before the battle of the batteries which began early on New Year's Day, 1815.

On the first of January, a thick fog concealed the movements of the enemy till about eight o'clock. Then the British opened a brisk fire from three batteries, which had just been completed, composed of thirty big guns distributed accross the front of the American line from extreme right to left. The first salvo created considerable consternation among Jackson's troops, but as soon as the smoke had cleared sufficiently so that the American gunners could see to take aim, they opened up and in an hour and a quarter the British fire began to slacken. By noon, the carefully constructed batteries of the British were in ruins, and this time the

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[74] Martin, *op. cit.*, pp. 382-83.
[75] Parton, *Life of Andrew Jackson*, II, 142-43. Jackson and the Louisiana Legislature 1815, and the Report of the Committee of Inquiry on the Military measures executed against the Legislature of the State of Louisiana the 28th of December, 1814, La. Hist. Qy., Vol. 9, pp. 221-280, April, 1926.
[76] Walker, *op. cit.*, pp. 239-41.
[77] Latour, *op. cit.*, p. 125.
[78] Gayarré, *op. cit.*, IV, 450.

task of salvaging what was left that was worth carrying away, took till morning. During the cannonading the British had sent a detachment through the woods on the left of the Americans, but this time Coffee and his Tennesseeans were ready for them and soon convinced the British of their superiority, so that they quickly withdrew.[79]

Chapter VI

The Battle of January 8, 1815

Both sides now began preparations for the final conflict. General Philemon Thomas had arrived in New Orleans the day of the artillery battle, with 500 militia from Baton Rouge. On January 4, 1815, the Kentucky militia of two thousand two hundred and fifty men under General John Thomas appeared. Only a third of the latter were armed however, and all of them in need of clothing. Steps were taken at once to afford the necessary relief. The legislature appropriated $6,000, and the people, including the volunteers and the militia of New Orleans, the inhabitants of Attakapas, and of the river parishes, increased this amount to $18,000. The money was used to purchase blankets and woolens, and these being distributed among the ladies of the city, were made into clothing within a few days after the money was raised.[80] Jackson being informed January 3, 1815, that the British were being suspected of preparing to send a force up the Piernas Canal, an upper branch of the Bienvenue, which began in the rear of his line, sent a scouting party down the Piernas Canal to discover the intentions of the enemy in that direction. Passing down the canal to Bayou Bienvenue they went on down it to its junction with Bayou Mazant, where they discovered that the British were preparing against an attack, rather than preparing to make one of their own.[81] Nevertheless, Jackson saw fit, as part of his preparations for the battle of January 8, 1815, to place detachments in entrenchments in his rear, one about a mile and a half up the river and the other still nearer the city, as well as a Piquet Guard at the Piernas Canal. The men in these entrenchments were, for the most part, either not armed at all or only with spades and pick-axes, but should the first line be

[79] Walker, *op. cit.*, Chap. XIII, *passim.*
[80] *Ibid.*, pp. 302-03.
[81] Latour, *op. cit.*, p. 140.

carried, these would be ready to fall back upon. Fortunately, they never had to be used for that purpose.[82] General Morgan on the other side had selected a position further down the river than suggested by Jackson, and in spite of the able suggestion of Colonel Latour, Jackson's best engineer, that he entrench some distance in his rear where the line to be defended between the river and the swamps would be much shorter.[83]

The British were now ready for battle. All expected reenforcements had arrived, all the necessary guns had at last been brought up. The plan of attack was practically the same as before. Gibbs was to take charge on the side next to the swamp and Keane was to command the forces which were to approach along the river. However, one addition was made. Colonel Thornton was to cross the river below Morgan's lines and to advance until he flanked Jackson's position on the other side of the river.[84] Morgan was warned of the British intentions against his lines but instead of throwing up suitable works at the probable point of disembarkation, he merely extended his outposts, leaving several hundred yards between them and the probable landing place of the British.[85]

The thrilling story of the battle of January 8, 1815, has been too well told to require repetition here, but Governor Claiborne's brief report of January 9, 1814, should be remembered. It is almost epigramatic in its brevity and gives no indication of the reaction of the conquerors and the joy of the people that other chroniclers exhibited the day after the battle. It is doubtful whether history records any report of a great event written with such a dispassionate tone. He says:

> Sir, . . .
>
> . . . . Since I last addressed you nothing important occurred until yesterday the 8th Instant . . . . At dawn of day the enemy advanced in Columns the attack of our lines, protected by an incessant fire from all his batteries;—his primary efforts were directed against both our Flanks . . . . The right supported by the River, and the left by a Cypress Swamp . . . . This evinced an ardour which nothing could have overcome, but the steady firmness and well directed fire of our brave Troops . . .

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[82] Walker, *op. cit.*, pp. 316-17.
[83] *Ibid.*, pp. 306-07.
[84] *Ibid.*, pp. 298-302.
[85] *Ibid.*, pp. 317-18.

. . . . At the commencement of the firing, I repaired to the scene of action and arrived there, before the battle was ended.—The officers and men, the Regulars, the Kentucky, Tennessee and Louisiana Militia seemed to me to be a like (sic) and determined . . . . The fire of the Kentucky and Tennessee forces on the left was particularly fatal to the Enemy . . . . They soon strewed the Field in their front with the dead and dying . . . . The battle continued with vigor for near (sic) two hours, when the Enemy retired from the contest . . .

. . . . I cannot with any kind of certainty state their loss in Killed, Wounded and prisoners, it is however estimated at Twelve to Fifteen hundred. Among the Killed are Colonel Raney, a Major Pringle, and many other officers; Among the Prisoners I have seen Fifteen or Sixteen officers, most of whom are wounded . . . . It is a matter of equal Joy and wonder that in a conflict, so long, so glorious to us and so fatal to the enemy (that) our loss is astonishingly small. It is not believed to exceed in Killed and wounded, twenty-five or thirty among whom I have not heard of one officer . . . . The intrenchments protected our men from the fire of the enemy and altho' their batteries poured forth a Shower of Shells, balls and Rockets, they did very little injury; for the most part overshooting the lines, and falling harmless in the Feild behind . . . . The Commanding General /Jackson/ will give to (the) Government the particulars of a day no less honorable to him than profitable to his country . . . . He will do Justice to his brave Army and his distinguished brothers in arms, Generals Carrols (sic), Adair and Coffy (sic), and many others whose merits he can justly appreciate . . .

. . . . The victory of the American arms, would have been complete and Louisiana probably delivered at once from the Invading Foe, but the momentary success of the British on the opposite shore or west side of the Mississippi . . .

. . . . Batteries had been erected there to annoy the Enemy's lines, and under the brave Commodore Patterson, had gloriously contributed to our success . . . . They were protected by a detachment of the Kentucky and Louisiana Militia, under Brigadier General Morgan of this State . . . . Pending the attack on our lines a party of the enemy, the force of which is not correctly ascertained, but is supposed to be inconsiderable crossed the River, and owing to some cause not yet accounted for, our Troops speedily gave way, and the brave Commander was compelled to spike and abandon his cannon.—General Morgan is understood to have been cool and collected, and to have made many ef-

> forts to rally his men.—General Jackson was prompt in reinforcing him so, as to check the enemy's advance & we hope to day (sic) to hear of our batteries being reoccupied . . .[86]

The details of the battle may be obtained by consulting any of the numerous good works given in the attached bibliography.[87] Jackson's report to Secretary Monroe of January 9, 1815, adds little to Claiborne's account except to give the bare details of the engagement in a more orderly and military manner.[88] An interesting contemporary statement of what happened is to be found in *L'Ami Des Lois*, a newspaper of New Orleans, which published the following extra January 16, 1815:

> The editor and others employed in this office at the moment of the invasion joined their fellow-citizens in the camp, and thought themselves more usefully as well as more honourably employed in defending their country than in satisfying the public appetite for news. At present, however, the enemy seeming more occupied in defending himself than in annoying us, we steal a moment from the camp to give vent to the feelings which the present circumstances inspire—the most prominent of these, is admiration for the noble spirit that animates the whole population of the country—all ranks, all ages, all languages unite, and their common cry is destruction to the audacious invader of our soil. Where unanimity was expected, so great a degree of it would excite surprise; but where there were supposed to be so many seeds of dissension, it is truly astonishing all enmities, all predjudices are laid aside, and the only contest now is, who shall best do his duty. The brave bands from Tennessee, from Kentucky, and the Mississippi territory—the regular troops, the militia of the country, the brave seamen under commodore Patterson—all these form a body with one soul—and whenever the enemy chooses to bring the question to a decision, we have no doubt of the event. In the meantime let him beware!
>
> On the 28th ult. the enemy advanced in the plain opposite our lines, under cover of his cannon and rockets. Never was a scene exhibited, more capable of elevating the soul than that which passed within our lines—the beloved general who commands us passed along the line, shouts of exultation filled the air, and those who had never before

[86] Rowland, *op. cit.*, VI, 332-34.

[87] Latour's work, *op. cit.*, is complete with maps, etc. S. C. Arthur, *The Battle of New Orleans* (New Orleans, 1915), published by the *Louisiana Historical Society* is an excellent compilation of the best authorities.

[88] Niles, *op. cit.*, VII, 372.

been exposed to the fire of an enemy, remained undaunted and expected the assault, not only with firmness but pleasure—they expected it in vain—the looks of our line was not calculated to inspire the enemy with the hopes of an easy contest, and he retired, having suffered considerably from our artillery.

On the 1st of January he made a similar demonstration, under the fire of three batteries which were in a few hours silenced, and then precipitately abandoned.

The foregoing article was prepared for the press, when the sound of the cannon called the editor and his hands to to the field, on the morning of the 8th instant.

At day-break the enemy opened a brisk connonade upon our line, under its cover advanced with their best troops in two columns to the attack. It was principally directed to the left of our line, guarded by the brave troops from Tennessee, supported by the Kentucky detachment. They advanced under a most galling and destructive fire to the ditch; further it was impossible to advance, and the retreat was nearly as dangerous; many, therefore, laid down their arms and the residue retreated across the plain, under the same fire of cannon and musketry, which literally strewed the field with their dead and wounded. The column on our right had reached our line—a few of the officers and men got into an unfinished redoubt on the river—they arrived only to find their graves there—they were instantly dispossessed at the point of the bayonet, and this column, like the other, retreated under a most muderous fire.

The result of this brilliant affair is unparalleled in the history of war—the enemy have lost in killed, wounded, and prisoners, not less than 2600 men; their commander in chief, sir Edward Packenham, killed, generals Gibbs and Keane wounded, and a great proportion of their most distinguished officers either killed, taken or wounded; while on our part, extraordinary as the fact may appear, we have lost only 13 in killed and wounded. We should not venture to make this statement, but that, of the many thousands who were witnesses to the fact, not one can contradict or doubt it.

If ever we could be justified in believing in a special interposition of Providence in favour of the cause of liberty and justice, it is on this occasion. Never before do we recollect to have read or heard that the victors have lost only in the proportion of 1 to 200, and perhaps a still greater disproportion. Our first sentiment ought therefore to be gratitude to the Great Arbiter of the fate of nations for his gracious protection to our cause—our next must be admiration of the bravery of our troops, who al-

ready discover the intrepidity of veterans, while they are animated with the enthusiasm inspired by the glorious cause in which they fight. The wise measures pursued by our commander, his personal courage, his justice and affable demeanour, have inspired a confidence, an affection, which causes him to be obeyed with alacrity—and under his direction in the holy cause of our country, fighting for our wives, children and estates, every man feels that he is invincible.

Whilst this glorious scene was acting on the left bank, candour obliges us to state that the troops posted on the right to protect some batteries there, owing to a sudden panic, a mistake in orders, or some other unknown cause, gave way and suffered the enemy to take and spike our cannon. We suffered, however, no loss in killed or wounded; and the enemy, by one or two rounds which were fired from a field piece and a part of the militia, lost 100 in killed and wounded, the commander on that side, colonel Thornton, being among the latter. The enemy, on discovering the state of affairs on the left bank, recrossed the river with precipitation.

On the 9th. the enemy with two ships of war, two bomb ketches, and two schooners, anchored below fort St. Philip and began a bombardment which lasted until the 12th at night. At two o'clock on that day the last advices were received from thence—at that period between 600 and 700 shells had been thrown, by which only one man was killed and three wounded. An attempt was also made to approach in boats, armed with 32 lb. carronades—they were repulsed with loss, and there is no doubt that a few hours will bring us the particulars of their defeat in that quarter also.

The very formidable force we already have, is daily increasing by the arrival of volunteers and supplies from every quarter—a succession of strong lines of defense are erected—and we may now, it is thought, say that the country is saved.

The wounded prisoners who fill our hospitals are treated with the utmost care and attention—mattresses and blankets were, the very night of their arrival in town, provided by contributions from the inhabitants. Mr. Louallier, member of the House of Representatives from the Opelousas, has on this occasion shown a zeal and philanthropy that does him the highest honour.

We mention no names, of those who distinguished themselves—that task will be hereafter amply performed—but we can only assert that every man as far as our observations went, did his duty with zeal and ability.[89]

[89] L. S. M. C., *L'Ami Des Lois*, issue of January 16, 1815.

Among those who served with Jackson not especially mentioned were a number of debtors who had taken advantage of an act of the legislature which extended the prison bounds so as to include Jackson's line, to join his forces doing good work.[90]

On January 17, 1815, a cartel for the exchange of prisoners being agreed upon an exchange of prisoners took place. Lambert, who had realized that the British failure at Ft. St. Philip meant that the expedition had failed, now determined to withdraw and spent the next day at this task. So silently and stealthily was it accomplished that that the British departure was not discovered until the following day, January 19, 1815. The sick and wounded left behind were quickly taken to New Orleans and there given every care.[91]

The British invasion was at an end. Jackson had proven his qualities of leadership so well that his name was established forever as one of our nation's foremost figures, and as perhaps the *most* important personage ever produced by the southwest. While his difficulties were far from over, what remains of a military nature was little more than routine.

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[90] Martin, *op. cit.*, p. 383.
[91] Walker, *op. cit.*, pp. 377-84.

(To be continued)

RECORDS OF THE SUPERIOR COUNCIL OF LOUISIANA

LX.

January-February, 1747.

(Continued from January, 1934, Quarterly)

By HELOISE H. CRUZAT.
Marginal Notes By Henry P. Dart.

By the Editor of the Quarterly

List of Officials of Louisiana participating in the work of the Superior Council of Louisiana contained in this installment:

de Vaudreuil, Pierre Rigaud Cavagnol, Governor
Le Normant, Sebastian Francois Ange, First Judge and Commissaire Ordonnateur
Fleauriau, François, Procureur General
Henry, Nicolas, Clerk of the Superior Council and Notary
Chantalou, Augustin, Sheriff
Lenormand, Marin, Deputy Sheriff
De Benac, Etienne, Town Major of New Orleans
Raguet, Jean Baptiste, Councillor
Lafreniere, Nicolas Chauvin de, Councillor
Prat, Jean, Councillor
LeBretton, Louis Cesaire, Councillor
Cantrelle, Jacques, an employee
Prevost, Jean Baptiste, Agent of the Company of the Indies, "called in to complete the number of judges required."
Potin, Bernard Louis, Notary at Pointe Coupee
de Chanfret, Trenaunay, Commandant at Pointe Coupee

Jan. 2, 1747.
28818.
4268. 1 p.

Deverges reports runaway slaves.

Declaration by Sr. Deverges that a negro and negress have run away since Dec. 20, 1746. The only reason he can suppose is the fear of being flogged for some fault committed in their work. The negro is of medium height aged about forty years, of fine stature aged from 16 to 18 years. Document with ragged margins, part of text missing.

Jan. 2.
28836. 2 pp.

Homologation of election of LeKintrek as tutor to his minor children.

Petition to Superior Council by Joseph LeKintrek, called Dupont, for homologation of his election as tutor to his minor children in order that he may proceed to inventory of goods of estate. Signed: LeKintrek.

Jan. 2. Demand of Procureur General that said election be homologated. Signed: fleuriau. Act of tutorship homologated on same day by Lenormant.

Jan. 5, 28819. 4269. 28841. 4 pp.

Marriage contract of LeKintrek and the widow Courtableau.

Inventory of the bride's estate.

Marriage Contract of **Joseph Le Kintrek,** widower of Anne Marie Doss, with **Catherine Menu, widow of Jacques Courtableau.** Signed: le Kintrek. Couterier. Jahan. Lenormand. Chantalou. Rault. Henry, notary.

Inventory of estate of Catherine Menu, widow of Jacques Courtableau. Signed: le Kintrek. Couturier. Jahan. Lenormand. Henry, notary. Document in bad condition.

Jan. 7. 28825. 10½ pp.

Inventory of the Estate of Marguerite LeKintrek deceased first wife of Joseph LeKintrek.

Inventory of goods and property of minor children of Marguerite Anne Marie Dos (deceased), and Joseph Le Kintrek, called Dupont, before Councillor Raguet, Couturier, their under tutor Francois Jahan, and the Procureur General of the King. Document in good condition.

Jan. 8. No. 1081. 8½ pp.

Re-examination of witnesses in a murder case.

Re-examination of witnesses against Charlot Kakaracou, on trial for murder. Signed: Le Bretton, Lafreniere, Francois Corbin and Henry, Greffier.

Jan. 10. 4 pp.

The pew-holders of the Parish Church protest to the Governor and the Ordonnateur against the action of the Cure and the wardens who have adjudicated their pews to others at a higher rate than at present prevailing.

The Cure and wardens are ordered to answer this protest.

This was a famous controversy and raised quite a tempest in the Church and in New Orleans.

Petition to Governor De Vaudreuil and to Mr. Le Normant, General Commissioner of the Marine, Ordonnateur and First Judge of the Superior Council by Ignace Broutin, Engineer of the King; Deverges, also engineer; Volant, Captain of the fourth Company of the Swiss Regiment of Karrer, and Dubreuil, Captain of Militia, to allow them to protest and oppose the Church Wardens, praying that they be cited before you with the Curé of the Parish, and that it be ordered that the pews of the Parish remain at the same price paid until this time, and that the Wardens pay cost damages and interest to whom due. Signed: Le Maire Broutin acting for Mr. Broutin. Volant, Chauvin. Du Breuil.

Jan. 10. Wardens and Curé of the Parish cited before Council to answer on adjudication of said pews.

Signed: Lenormant.

Citation of the Cure and Wardens.

Jan. 10. Notices served on the Revd Curé Father Charles, Sr. Darby, former Warden; and on Sieurs Dreux, Morisset, wardens; and on Sieurs Tixerant, Morand, Roujot, Rivarde and Miss Millon, to appear on the fourteenth of the present month, at nine A. M. in the office of Mr. Le Normant to hear ordered what is just. Signed: Lenormand.

1½ pp.

Answer of a pew-holder under the recent adjudication.

Jan. 13. Answer made before the Council by Miss Milon, bidder for a pew in the Church acting for Mrs. De Blanc, owing to her infirmity.

Signed: Millon.

2½ pp.

Answer of the Cure.

Jan. 14. Defense of Father Charles, Cure of the Parish Church, stating that on request of the Warden in charge he published the adjudication of the pews three different times so that none may ignore it and notified them not to give commission to any one else for fear of disappointment. That two years ago he made the same publication as the price of the pews had gone down to prejudice of the Church and no one complained. He answered Madam Broutin's request to keep her pew for her by saying that it concerned the Wardens and that they could not favor anyone not even themselves. He states that the Church is falling into ruin and prays that the Judge will confirm the wardens in their rights and oblige the parishoners to give the holy bread, which is a praiseworthy custom in the Catholic Church and would have been interrupted the Sunday previous had he not furnished it himself.

1 p.

Answer of a pew-holder.

Jan. 14. Answer of Jean Baptiste Rivarde concerning the adjudication of pews in which Mr. Tixerant's pew was adjudicated to him and another to Mr. Tixerant.

2½ pp.

Answer of the Church Wardens.

Jan. 14. Defense of the Wardens to Mr. de Vaudreuil, Governor and Mr. Le Normant, Commissioner, in answer to citation of the 11 inst., stating that the adjudication was made on request of many persons who had no pews, that they had only followed the custom established by their predecessors, that besides they acted as zealous parishioners for the good of the Church which is falling into ruin as all know and that this alone should gain their cause. He prays that plaintiffs be nonsuited and bear costs.

Signed: Dreux. Darby.

3 pp.

Judgment rendered by the Governor and the Ordonnateur that the petitioners and all other pew-holders shall retain their pews by paying the price of the last adjudication for the present year and regulations are established for the future disposition of the pews.

Jan. 21. Judgment rendered by Pierre Rigaud Marquis de Vaudreuil and Sebastien Francois Ange Le Normant Commissioner General of the Marine in the case of Sieurs Ignace Broutin, his wife acting for him; Volant, Deverges, Dubreuil, Chauvin, etc., parishoners, plaintiffs, vs. Rev. P. Charles, Cure of the Parish, and Superior of the Capuchins and the Sieurs Mathurin Dreux, former warden, and Darby, warden in charge of the Parish defendants, and also Tixerant, Morand, Roujot, Rivard and Miss Millon bidders on the pews. . .

Order that the previous bidders of the pews who were deprived of them by this last adjudication, shall keep their pews on paying price of last adjudication, for the present year only, and as the previous adjudications of pews were not preceded by any deliberation nor ruling fixing the date and conditions of the rent of pews, order that in the course of the present year on the day and the hour agreed on between the said Cure and the Wardens, a meeting will be held at the Presbytery of this Parish of the prominent residents to deliberate in the usual manner on the conditions and the time of setting up the said pews at auction on the first Sunday of next year, 1748, the said adjudication not to be in perpetuity but not to be repeated within three years. Costs to be on said parishioners. The said ordinance to be published at the issue of High Mass and registered on the Register of deliberations on demand of Mr. Fleuriau, Procureur General of the King.

Signed: Henry, Greff.

½ p.

Certificate that the above order was read after High Mass to the beat of the drum and duly registered.

Certification by Marin Le Normand, Huissier (Sheriff) in the said Council that the above ordinance was read after High Mass to the beat of the drum and registered in the Register of deliberations, at New Orleans on the fifteenth day of January one thousand seven hundred and forty-seven.

Jan. 13.
28845.
1¼ pp.

Proceedings to emancipate the minors Pierre and Domingue Daspit.

Oct. 8, 1746. Petition to Superior Council by Pierre Daspit, aged 22 years and Dominique Daspit, aged about eighteen years, stating that their father was killed by the Natchez and that his wife (their mother), Marie Francoise Du Buisson had an inventory made of his estate and shortly afterwards married Sr. Antoine Meuillion, surgeon established at Pointe Coupee. She died a few years later and petitioners always remained with their stepfather, but now they

wish to enjoy and direct their property. Wherefore they pray that a meeting of relatives be convened to give their opinion on their emancipation and the election of a Curator under whose authority they will act.

Signed: Saint Amant.

1 p. Oct. 20. Order to communicate above petition to the Procureur General of the King. Signed: Lenormant.

Oct. 20. Demand of Procureur Fleuriau to convene a family meeting or in default of same of friends in their place.

Nov. 5. Le Normant orders that a family meeting be convened to deliberate on emancipation of Pierre and Dominique Saint Amant and on the election of a Curator, this present to have the value of Letter of Emancipation. Given in the Council Chamber, Nov. 5, 1747. Signed: Lenormant.

2½ pp. 28843. Jan. 13. Report of family meeting and of election of Sr. Roujot as Curator of Pierre and Dominique Daspit dt Saint Amant, acceptance of Sr. Roujot and order to homologate the election. Signed: Jahan, Roujot, Monbrun, Avignon, Cantrelle, Songy, Lemelle, Henry, notary.

1½ pp. Jan. 30. Petition to Superior Council by Pierre and Dominique Daspit dt St. Amand, emancipated by letter of benefit of age, under authority of Sr. Francois Roujot, their Curator, for citation of Sr. Meuillion, their tutor, to compel him to render account of successions of their parents.

Signed: d Saint Amant. "Et pour mon frere" (for my brother).

Jan. 30. Authorization to Pierre and Dominique Daspit to the prosecution of their rights. Signed: f Roujot.

Jan. 30. Order for citation of Sr. Meuillion. Signed: Lenormant.

Jan. 30. Notice served on Sr. Meuillion to appear before the Superior Council, at its ordinary sitting, on February fourth, at nine o'clock in the morning.

Signed: Lenormand.

Jan. 13. 28805. 5 pp.

Declaration before the Superior Council concerning the sale of certain wine and brandy. This is made by Layssard Bros., merchants in New Orleans.

Declaration by Layssard Bros. that a quantity of wine and brandy was left with them for sale. It has been here for several years and has deteriorated. Purchasers have presented themselves and found that only the casks were worth anything. He requested us to make a public sale which was published and posted and as no bidders were found. The second sale brought 1,042 livres on which 990 livres were remitted to Sr. Bonne-

terre, the owner, and the remainder thrown away. The reduction of 52 livres were to cover costs of sale.

Signed: Layssard Freres. Fr. C. Olivier.

Jan. 14. 28848. 4271. 6 pp.

Marriage contract between J. B. Bancio Piemont and Miss Jeanne Raguet. The groom was prominent in New Orleans. The bride was the daughter of Councillor J. B. Raguet, and it may be considered one of the social events of the day.

Marriage Contract of **Jean Baptiste Bancio Piemont,** son of deceased Sr. Francois Bancio Piemont, a merchant draper and of Dame Allemand, a native of La Rochelle and **Miss Jeanne Raguet,** minor daughter of Jean Baptiste Raguet, Councillor of the King and of Dame Jeanne Marie Corbin de la Touche, who stipulated for her.

Signed: jeanne raguet. J Bancio Piemont. Corbin Raguet. Raguet, Vaudreil. fleury vaudreuil, veuve bachemin. Lenormant. fleuriau. Corbin jDarby. Prevost Darby. P. Voisin. prevost. corbin Voisin. Barbin. Voisin Barbin. marie raguet. Lenormand. Chantalou. Henry, notary.

Fifth and sixth page of Document charred.

Jan. 16. fo. 1. 28854. 4272. 2½ pp.

Procuration to manage a plantation, sawmill, etc.

Procuration granted to Paul Barre by Jean Baptiste Etienne de Membrede, Marine Captain, husband of Francoise Ruellan, Widow of Sr. Pellerin and natural tutor of the minor children of his wife issue of her marriage with deceased Pellerin; to administer the plantations and goods of late Mr. Pellerin as he, Membrede, has been appointed Commandant to the Post of the Balize. Enumerates the obligations of the agent, particularly to keep up the saw mill and the levees and the Canal, not being able to substitute any one in his place for the space of one year that the procuration is granted, etc.

Signed: Membrede. Barre. Prevost. Chantalou. Lenormand. Henry, notary. Document charred and blotted.

Jan. 20. 28856. 8½ pp.

Inventory of the property covered by the above procuration.

Inventory of plantation of Mr. Jean Baptiste Etienne de Membrede, covering eight and a half pages and signed: Membrede. Barre. Prevost temoin. "Artus pour bone temoin." Margins ragged.

Jan. 21. Listed No. 7.

Receipt for a negress.

Receipt by Cecile Rondot to succession of deceased Jacques Rondot and Marie Colommier, for a negress called Fanchon with the sum of six hundred livres, and two cows, in place of what had been promised to them. Signed: "cecile rondot wife of etienne decuir."

Jan. 21. 2 pp.

Application to the Council for a writ of seizure under a judgment previously rendered.

Petition to Superior Council by Sr. Caue to allow seizure of furniture of Mr. Du Breuil Jr., who was sentenced to pay him the sum of 6304 Ls. 13 s. 6 d. for merchandise, furnished by petitioner from July 19, 1735 to April 21, 1739.

Jan. 21. Order that Sr. Du Breuil be cited. Signed: Lenormant.

Feb. 30. Notice served on Sr. Du Breuil at his domicile handed to his negress Manette. Signed: Lenormand.

Jan. 22. 28838. 2 pp.

Joseph LeKintrek asks for a family meeting to appoint a special tutor to his minor children, and also for an inventory of their estate. He desires to dissolve the community existing between himself and his deceased mother of said children. (See the entries January, 2-7, this Index.)

Petition to Superior Council by Joseph Le Kintrek, called Dupont, to convene a family meeting to elect a special tutor ("tuteur subroge") to his minor children, to make an inventory of common property held with his deceased wife in order to dissolve said community.

Signed: Lekintrek.

Order that meeting be called before Mr. Raguet. Signed: Lenormant.

Jan. 21. Notices served by Sheriff Lenormand on different friends ordered to attend above meeting.

Jan. 23. 28872. 4274. 1½ pp.

Family meeting to elect a curator to the minors Patin.

Meeting of friends and neighbors of deceased Antoine Patin to elect a curator to Jacques and Antoine Patin, minor heirs of deceased Antoine Patin and Gasparde Emonet, his wife. They elected Etienne Patin, brother of the said minors aged about twenty-six years, who voluntarily accepted the charge.

Signed: pierre Motais. Allain. Guego. porche. nicolas wisse. Vincent le porche. Callais. Potin, notary, Trenaunay Chanfret.

Jan. 23. 28874. 4275. 8 pp.

Inventory of the Estate of Antoine Patin deceased father of the minors named in the preceding entry.

The proceedings are taken in Pointe Coupee.

Inventory of goods of deceased Antoine Patin, who died on the 21st inst. by Claude Trenaunay Chanfret, Judge and subdelegate at Pointe Coupee, assisted by Bernard Louis Potin, acting as notary and Greffier (Clerk of Court), after oath taken by Antoine Patin that nothing had been taken away nor secreted. The effects were given in charge to Antoine Patin.

Signed: Antoinne Patint. pierre Motais. Allain. Calais. Potin, notary. Trenaunay Chanfret.

Document stained.

Jan. 25. 1½ pp. **Petition** to Mr. Lenormant, Ordonnateur of the Province of Louisiana, by Pierre Ferrand, for citation of one Nivet, settler on a plantation four leagues from New Orleans, for payment of a note long due.

Suit for debt.

Jan. 25. Order for citation signed by Lenormant.

Jan. 26. Notice of citation served on Sr. Livet, at his domicile elected in New Orleans,* to appear before the Council at its next session at nine o'clock in the morning. Signed: Lenormand. Document in good condition.

* At the Procureur General's house.

Jan. 25. 28884. 2 pp. **Petition** of Marie Colon, widow of Jean Rondot to Mr. Claude Trenaunay Chanfret, subdelegate and Judge of Pointe Coupee, to call a family meeting of the gentlemen she names, to elect a tutor to minor heirs of deceased Jean Rondot. Following the order thereon, there appeared before Chanfret Sr. Pierre Germain, her father-in-law, Antoine Patin, her son-in-law, and Rivard, Nicolas Provot, Pierre Durocher dt Castillon, Andre Rambin and Jean Baptiste Champagne, friends, who after customary oath, elected the Widow Rondot as tutrix of her minor children and Pierre Germain as special tutor ("tuteur subrogé"), who accepted the charge and after oath was administered the election was homologated. Signed: Nicolas provost. pierre duroche.* Rivard. Antoinne Patint. Rambin. Trenaunay Chanfret. Potin, notary. Marie Colon Rondot, Pierre Germain and Jean Baptiste Champagne declared that they could not sign nor write.

Petition for family meeting to elect tutor and special tutor to the minors Rondot of Pointe Coupee.

Family meeting held before Chanfret, subdelegate and judge at that place.

* Note: Pierre Duroche in the body of the document is given "Durocher" and in the signature "duroche". Probably the accent, making the pronunciation of both similar was omitted in signature, as I have always seen it written durocher or duroché dt Castillon.

Jan. 25. 28882. 4276. 9 pp. **Inventory** of movables and immovables of Rondot succession taken at Pointe Coupee, following petition of his Widow, on account of the community between them.

Inventory of the above estate.

Signed: Cuvé. Rivard. piere duroche. Trenaunay Chanfret. Potin, notary. Both documents in good condition.

Jan. 28. 28893. fo. 1. 4277. 8 pp.

Marriage contract between Louis Charles Duhommeel and Catherine Chauvin de la Freniere.

This was a great social event as is evidenced by the rank and station of numerous witnesses to the contract.

Mrs. Cruzat has attached a valuable note on the Lefreniere family.

Marriage Contract of **Louis Charles Duhommeel,** Ecuyer, Captain of detached troops of the Marine in this Colony, son of Messire Panihrasse Francois Duhommeel, Ecuyer Sieur de Sastilly and of noble Dame Marie Durand, his wife, a native of Avranches in Normandy, on the one side and of **Miss Catherine Chauvin de la Freniere,** minor daughter of Mr. Nicolas Chauvin de la Freniere, Councillor in the Superior Council of Louisiana and of deceased Dame Marguerite Le Sueur, a native of the "Chapitoulas", Parish of New Orleans, Bishopric of Quebec, on the other side.

Signed: Louis Charles Duhommeel. catherine chauvin lafreniere. Vaudreuil. Lafreniere. faucon Dechavoy. fleury Vaudreuel. Noyan, Chr De Chavoy. Lenormant. Le Bretton. Volant. la frenier lebretton. Macarty. De Benac. chauvin de volant. Le Chr Macarty. Chauvin. Chauvin Desillest. J B Faucon Dumanoir. Bellair. Margueriete Bellair. Bellair. Nenen de Bellair. Bellaire. Chantalou. Demouy. duval Demouy. Lenormand. Darensbour Boisclair. dumanoir Desillest. Delalande. marguerite Demouy. (Document in good condition.) Henry (paraph) notary.

Note; Catherine Chauvin de Lafreniere was the second daughter of Nicolas Chauvin de Lafreniere, the Councillor. He had four children: *Marguerite* who married Le Bretton, Catherine, Madame Duhommeel, Nicolas Chauvin de la Freniere married to his cousin Miss Bellair, half sister of Joseph Villere, the Louisiana martyr; and Alexandre who married at Verdun, (France) the Countess de Sainctignan. He died on his plantation, near New Orleans, at the Tchoupitoulas. He left two children. In his marriage contract he is mentioned as Chevalier de la Freniere; after his brother's death he signs "Comte de La Freniere." The signatures to the foregoing contract with the exception of Gov. de Vaudreuil and his wife and Sebastian Ange le Normant and Marin Lenormand represent the Chauvin family then in Louisiana.—H. H. C.

Jan. 28. 2½ pp.

Suit for value of cypress lumber sold the defendant.

Petition to Superior Council by Sr. Paul Rasteau, wholesale merchant of New Orleans, for citation of Sr. Livet, for recovery of a sum of 897 Ls 12 S. Signed: for Mr. Rasteau "Sevet."

Jan. 28. Citation issued. Signed: Raguet.

Jan. 28. Notice of citation served on Sr. Livet, settler on the river by Sheriff Lenormand.

Bill for cypress inclosed in above document, giving quantities and measurements of wood to be delivered to Mr. Nivet (Livet) at the end of November 1736 but price not mentioned.

Jan. 30. 28901.
4278. 3½ pp.

Marriage contract in Pointe Coupee between Pierre Bahnot, surgeon at Natchez and Catherine Olivo.

Marriage Contract passed before the notary of Pointe Coupée, named ad hoc by Judge Trenaunay Chanfret, between **Pierre Bahnot,** surgeon of the King at Natchez, son of Gulliaume Bahnot and Andre(e) Le Moine, a native of Ennebon (Hennebon) Bishopric of Vannes, Parish of St. Giles, and **Catherine Olivo,** minor daughter of Pierre Olivo and Marie Magdelaine Cable, her mother and step father stipulating for her. Bride's mother declared that she could not write nor sign, wherefore inquiry, following ordinance. Signed: Bahnot. Catherine Olivo. Meuillion. Gueho. Rivard. Cuvé. Maieux. Potin, notary. Document stained.

Feb. 1.
fo. 1. 28908.
4280. 1½ pp.

Declaration of a partner against his partner, putting the latter in default for failure to complete the dissolution of the partnership.

Declaration in Registry by Andre Fabry de la Bruyere Scrivener of the Marine that he was in partnership with Sr. Masse for trade in the Attakapas, which partnership was dissolved two months ago, at which time Masse promised to send him four slaves, three entering in the partnership, one of which was hired; the fourth called Pantalon belonged to him. The wages due he holds Masse accountable for and in case of accident said Masse will be responsible.

Signed: Fabry. Certified by Henry, Greff.

Feb. 1.
fo. 1. 28905.
4279. 3 pp.

Sale by Salmon, late Ordonnateur of Louisiana of his plantation called La Providence. Price 2470 livres.

This land was given to Salmon when he began his service in Louisiana under Bienville.

Sale of La Providence, Mr. Le Bretton, chief secretary of the Marine, acting under procuration of Sr. Salmon, sells to Sr. Jacques Delachaise the land called La Providence, situated between Sr. de Macarty (above) and Sr. Fossier below. The said land was conceded to Sr. Salmon by order of Sr. de Bienville. The above sale made without formality as it is free from mortgage, for the sum of 2470 livres, 950 livres paid cash. The balance to be paid in the course of the year, Delachaise stipulating mortgage security on his movables and immovables.

Signed: Le Bretton. Jahan, Chantalou. Delachaise, Henry, notary.

Acknowledgment of Le Bretton (acting as agent of the widow of Salmon) of the payment of the balance of the purchase price.

These documents fix the date of Salmon's death between 1747 and 1749. We gain also the name of his wife and the names of their children.

Aug. 14, 1749. Acknowledgment by Sr. Le Bretton that he has received from Sr. Jacques de La Chaise the sum of 1520 livres as full and complete payment of the plantation la Providence, for which he gives him full discharge by virtue of procuration he holds from Dame Anne Francoise Mergery, widow of deceased Sr. Edme Gatien Salmon, Commissioner of the Marine, in community of goods with her husband; of Louis Antoine Salmon, their son; of Nicolas Barthelmy de Man....administrator of his children by his deceased wife, Anne Francoise Salmon, daughter of deceased Sr. Salmon; moreover charged with procuration of Sr. Simon Jacques Peyion. Procureur General of the King at Monteal, husband of Dame Magne, Marguerite Salmon, daughter of deceased Sr. Edme Gatien de Salmon. Signed: Le Bretton.

Feb. 1.

Suit against the Captain of a merchant ship for bread and biscuit furnished the same. Plaintiff claims a privilege on the ship for this debt.

See Judgment, Feb. 4, No. 5.

Petition to the Superior Council by Francois Lemelle Bellegarde stating that Sieur Forsan Captain of a merchant ship ordered bread and biscuits, which were furnished for the amount of eighty-four piastres, Spanish money, for the boat sailing from here (N. O.) to Martinique. The said Forsan is said to be now domiciled in Havana, and as Sr. Dupre owes the said Forsan a sum of two hundred piastres, wherefore he prays for a citation of Sr. Dupre, that he may answer in Court for the sum of eighty-four piastres and receipt will be furnished him to remit to petitioner on his return from Havana, and as the debt was contracted in a French Colony for a French boat it is a privileged one. Signed Lemelle.

Feb. 2. Order to cite Dupre at next session of the Superior Council. Signed: Lenormant.

Feb. 2. Notice of citation served on Sr. Dupre Vincent, Captain of a boat now anchored in the river to appear in Council Chamber next Saturday at 9 o'clock A. M. Signed: Lenormand.

Feb. 3. ½ p.

Suit by a property owner below New Orleans to compel the owner of adjoining property to survey his land and to pay damages for overflow from the river due to the failure of defendant to keep his levee in good order.

Petition to MM. de Vaudreuil, Governor of Louisiana and Le Normant, Commissioner of the Marine and Ordonnateur by Joseph Munier settler below the English Turn that order be given to Sieur Dumanior to have his land surveyed and to keep up his levees. He states that the stake limits of the Chaouachas, owned by Sr. Dumanior, were not planted, and the petitioner has lost a part of his crop owing to Sr. Dumanior's neglect of his levees and his having demolished all the buildings thereon.

Feb. 3. Order to Dumanoir to appear before the Council to answer on above petition. Signed: Lenormand.

Feb. 3. Notice of citation served on Jean Baptiste Faucon Dumanoir at his domicile in New Orleans personally by Sheriff Lenormand.

March 4. Order by Sr. Le Normant that survey of Sr. Dumanior's land be made by Engineer Broutin following petition of his neighbor Joseph Munier. Signed: Vaudreuil. Lenormant.

Jan. 10, 1748. Order to Mr. Dumanoir, on report of Engineer Broutin, to continue his levee to the place marked D on the plan to the point E the limit between the two plantations. Costs on J. B. Faucon Dumanoir. Document badly stained with ragged margins.

Feb. 4. 3 pp.

Judgments rendered by Superior Council.

Session of the Superior Council of Feb. 4, 1747, where were MM. Le Normant, First Councillor, de Benac, Major; Raguet, Prat and Le Bretton, Councillors.

Judgments rendered in following cases:

Rasteau vs. Livet, for plaintiff.

Between Sr. Paul Rasteau, wholesale merchant, in this Colony, plaintiff, vs. Jacques Livet, defendant: Sr. Livet sentenced to pay Sr. Rasteau the sum of three hundred and ninety-seven livres, twelve sols, which he owes and to bear costs. Sr. Livet paid the said sum on the following day.

Ferrand vs. Livet, for plaintiff.

Between Pierre Ferrand, plaintiff, vs. Jacques Livet, defendant: The Council orders said Livet to pay the sum total of 526 livres for his various notes and debts and to bear costs.

Roujot, curator, vs. Meuillion. The defendant is ordered to render an account of his tutorship within one month.

Between Sr. Roujot as Curator of Pierre and Dominique Daspit emancipated by letters of benefit of age, plaintiff, vs. Sr. Francois Jahan, acting as attorney of Sr. Antoine Meuillion, defendant: Sr. Meuillion, former tutor of the plaintiffs cited before the Council, to render account of their goods, under authority of Sr. Roujot, their Curator, in a month for all delay.

Caue vs. DuBreuil, Jr., for plaintiff.

Between Sr. Francois Caue, plaintiff vs. Sr. Du Breuil junior, defendant: Council orders Sr. Du Breuil to pay the amount claimed and in default of so doing, the decree of seizure to be executed on his movables and the negro servants and others not working the land, and to pay interest due and costs.

Lemelle vs. Forsan and Lepre, for defendant, reserving plaintiff's rights against Forsan individually.

Between Francois Lemelle dt Bellegarde, plaintiff, vs. Sr. Forsan, defendant, and moreover Sr. Vincent Lepre, called into case; (Petition is in name of Dupre Vincent. Lepre or Lespre seems to be correct.) Council has

dismissed the plaintiff, ordering him to have recourse against Sr. Forsan, and to bear costs.

Note: Debt was 80 piastres, Spanish money, for bread and biscuit furnished, as per note and receipt by Sr. Seignet shows. Vincent Lepre owes Forsan a sum of 200 livres and plaintiff wished to seize the amount due him on this sum, furnishing receipt to Lepre. This was denied by the Court. See entry Feb. 1.

Feb. 6. 28910. fo. 1. 4281. 3 pp.

Transfer of land in Karlestin (a settlement above New Orleans) on condition that transferee remain on and work the land.

Cession by Wiltz to Stel. Louis Wiltz, inhabitant of New Orleans, owner of land situated in Karlestin, measuring eight arpents frontage by ordinary depth, on which land Vilieme Siliaque, father in law of Wiltz, is settled, has turned over the land to George Stel for cultivation, on condition that Siliaque will remain there and that he will not cut any wood on said land nor in the cypress grove as has been agreed, Wiltz reserving it for fuel and timber. He gives him lodging in his house; he is to sow and cultivate the land, to protect the cattle against those of his neighbors and to leave his father-in-law on the premises peaceably as long as he chooses. Stel declared that he could not write nor sign. Signed: Wiltz. Jahan. Other signatures eaten away. Document badly mutilated, on lower portion of first page and the reverse the text destroyed.

Feb. 6. 1 p.

Dumanoir sends his answer to the Council in Meunier's case.

See Feb. 3, 1747.

Letter from J. B. Faucon Dumanoir expressing regret that he cannot present his defense to Meunier's (In the petition the name appears as Munier.) complaint personally, but he sends it with this missive and trusts to justice.

The letter is addressed: Session of Council of Jan. 10, 1748.

Feb. 6. 3½ pp.

Summary of above answer.

Defense of Sr. Dumanoir to MM. de Vaudreuil and Le Normant on Meunier's demands that he make over his levees. He states that Meunier's design is to obtain his land, to have it united to the Domain, which he proposed to Sr. Daunois (Daunoy). He has a saw mill on the opposite side of the river, but is known to be very inconstant and would wish to make another change, of which Sr. Daunoy has warned Sr. de Noyan. Three years have not elapsed since Dumanoir has repaired his levees from end to end and if the water has gotten through, it cannot incommode plaintiff at that place, but the one below him, as the water would have to run down to its source, and Meunir is above him. Meunir complains that the water flows from the back, but all human

work cannot prevent this and on investigation it was found that Meunir's levee had not been made over.

However defendant had intended to repair his levee, "not to prevent the water from flowing up to Sr. Meunir's such a thing being against nature" but for the preservation of the levee, but he was obliged to furnish his negroes for the works of the City and on the fortifications. If plaintiff had paid attention to the cultivation of his land he would have made, as all the planters did, a drainage ditch, near the boundary of the Dumanoir concession, joined to the levee, the earth would have been thrown on the Dumanior side and would have served as a levee and fence "to arrest the course of the pretended ascending water." As to the boundary marks Sr. Dumanior will be pleased to have them marked and the land surveyed so that each may know his obligations. He consents to have his levees made over for his own protection and considering that Meunier's design is simply to usurp this land and his petition is without cause, he prays that costs be on said Meunier.

Signed: JB. Faucon Dumanior.

Document water stained.

Feb. 6. 28657. 1 p. N. P.

Acknowledgment by Widow of deceased Durcy, now married to Jean Baptiste du Rieux, that her present husband paid accounts of Durcy's succession.

Signed: Catherine dupre.

Feb. 7. No. 1084. 1 p.

Judgments rendered by Superior Council.

Session of the Superior Council, where were present MM. Le Normant, First Judge; De Benac, Major; de Lafreniere, Raguet, Prat, Councillors; and Prevost, Agent of the Company of the Indies, "called in to complete the number of judges required."

Judgments rendered in following cases:

Piemont vs. Lemoine, default against defendant.

Between J-b. B. Piemont, plaintiff, vs. Charles Lemoine, defendant: Judgment in default against Lemoine.

Barbin vs. Lemoine, for plaintiff.

Barbin, plaintiff, vs. Sr. Lemoyne, defendant: Order to Le Moine to pay in full Barbin's claim and costs.

Mathieu vs. Trepagnier, for plaintiff.

Between Sr. Capraise Mathieu, plaintiff, vs. Sr. Ignace Trepagnier: Council orders Sr. Trepagnier to pay twenty-three piastres as per note and costs.

Signed: Lenormant.

Feb. 8. 2½ pp. N. P.

Plaintiff prays for execution of a judgment by seizure of defendant's movables.

Petition to Superior Council by Francois Songy called La France for execution of decree of seizure of movables of Sr. Carriere.

Feb. 8. Order to execute decree signed: Lenormant.

Feb. 9. Notice served on Sr. Carriere to appear before Council on the first Saturday of March at 9 o'clock A. M. to answer on complaint of Sr. Songy. Signed: Lenormand.

Feb. 12. 28913. fo. 1. 4282. 1 p.

Receipt for partial payment of principal with interest on account of sale price of a house.

Receipt to Mr. Bernard Deverges by Mrs. De Blanc, acting under procuration of Mr. De Blanc, for 150 livres for the term due and interest on the house sold him by Mr. and Mrs. De Blanc. Signed: de blan, Lenormand, Chantalou, Henry, notary.

Feb. 16. 28936. 5 pp.

Succession of Jacques Judice.

Announcement of death of Jacques Judice, the Procureur General seals the effects and makes an inventory of the things in sight.

Appearance of Procureur Fleuriau before Councillor J. B. Raguet, Commissioner in this case, stating that two hours ago he was informed of the decease of Sr. Judice the elder, and had presented petition to Sr. Le Normant to allow seals to be affixed to the goods of said deceased for the protection of his minor child and the creditors of said succession. He required the presence of the Commissioner and of the Greffier who accompanied him to house of the deceased at the corner of Royal and Bienville, where they found the corpse exposed in the parlor on two chairs near which was Nicolas Judice, his younger brother, and Madam Moreau and Carmouche, called Lorrain, his neighbor, who said they were present when he died and had not since left his body, and had not noticed that anything had been abstracted nor secreted, whereon we affixed our seals in the presence of Mesdames Moreau and Carmouche and of Sieurs Judice, his brother, and Darby, on all effects in the house, taking inventory of same, after which those in the house signed with the exception of Faucheux who declared that he could not write nor sign.

Signed: fleuriau. Darby. Raguet.

Protest of a creditor.

Feb. 18. Protest against raising the seals by Nicolas Daison saying that Jacques Judice owed him sixty-five livres on a closed partnership in Butcher's meat between them, the accounts of which were under seal. Signed: Nicolas Judice.

Documents charred, lines on first page cut.

29001. 2 pp.

The Procureur General alleges that Judice made a will which contains no other provision than the naming of a tutor. He prays that a family meeting be convened to elect a tutor.

Feb. 18. Petition to Mr. Le Normant, Commissioner General of the Marine and Ordonnateur of the said Province, by the Procureur General of the King, stating that Jacques Judice made a will which contains no other dispositions but that of naming a tutor and special tutor "tuteur

It would seem that a will was void which made no disposition of the estate. It would also seem from this record that the testator could not name a tutor by will.

subroge" to his minor son, Louis Judice. He prays that relatives of deceased Jacques Judice and in their default, that friends be convened to elect a tutor and special tutor to said minor after homologation of which, to proceed to inventory and appraisement of movables and immovables of said succession, which will remain in charge of the tutor to render account when and to whom shall be ordered.

Signed: fleuriau.

Feb. 18. Order that said meeting take place before Councillor Raguet. Signed: Lenormant.

Feb. 20. Notices to attend said meeting served on Sieurs Nicolas Judice, Rilieux, Carmouche dt Lorrain, Cariton, Cantrelle Chastang and Augustin Chantalou as Greffier.

Signed: Lenormand.

29008. 3 pp. Feb. 20. Report by Fleuriau that on the order of Judge Le Normant notices were served on Nicolas Judice, uncle of Louis Judice, minor son of jacques Judice and of Marie Gentil, and on Sieurs Chastang, Cabtrelle, Cariton, Carmouche dt Lorrain, Rieux and Chantalou, friends of the deceased, to elect a tutor and special tutor to the said minor. In his testament the deceased named Sr. Darby as his executor and tutor of his son and Nicolas Judice his brother, as special tutor, and these convened have voted in conformity with the will. On their report Councillor Raguet, Commissioner in this case orders homologation of said nomination, and orders seals to be raised and the inventory made. Signed Raguet.

Individual opinions signed: Chastang, Nicolas Judice, Cantrelle, Songy, jean carmouche dit Lorrain, rieux, Cariton, Chantalou.

29003. 3 pp. Feb. 27. Unsigned Petition to Superior Council for recognition of Sr. Darby as tutor of minor son of deceased Jacques Judice exposing reasons for enforcement of the dispositions of the will.

Below this petition a note signed by Nicolas Judice refusing to take cognizance of above paper as it is not signed nor notice given of it and protest against tutorship of Sr. Jonothas Darby.

29000. 1 p. March 1. Notice served on Sr. Nicolas Judice to appear before Council at its next session for homologation to the testament of deceased Jacques Judice, and to proceed to the election of a tutor and special tutor to his minor heir. Signed: Lenormand.

March 4. Petition to Superior Council by Nicolas Judice concerning objections of the Procurer General pleading his relationship as uncle and brother-in-law of his minor nephew and stating that Sr. Darby, named as testamentary executor and tutor to his minor son in will of deceased Jacques Judice, though held in high esteem is a foreigner, and therefore incapable of civil acts, and that even the provision of letters of naturalization would not make a Frenchman of him; that even bad conduct unless positively proven would not debar petitioner of his right. If after this defense he is not recognized as tutor he hereby renounces the charge of special tutor given him in his brother's will. Signed: nicolas judice.

Document in good condition.

28978. 3½ pp. March 8. Judgment rendered by Superior Council in favor of Nicolas Judice without regard for the will.

March 7. Notices to attend family meeting before M. Raguet, served on relatives and friends of deceased Jacques to elect a special tutor instead of Nicolas Judice named as such in the will. singned: Henry, Greff.

Appearance before Councillor Raguet of Nicolas Judice who declared that he has recieved communication of decree of conferring on him the charge of tutor to his minor nephew, Louis Judice, which he voluntary accepted and was administered customary oath. Signed: Raguet. nicolas judice.

28976. 2 pp. March 11. Petition to Superior Council for homologation of election of special tutor of Louis Judice, in order that seals may be raised and inventory of goods of said succession be taken, without the expense of paying a guardian for safe keeping. Signed: nicolas judice.

March 11. Order to communicate above petition to the Procureur General of the King. Signed: Lenormant.

March 11. Demand of the Procureur General of the King for homologation of the election of Sr. Cantrelle as special tutor of Louis Judice, minor son of deceased Jacques Judice.

March 11. Homologation of election of Sr. Cantrelle as special tutor of Louis Judice in order to proceed to inventory of movables and immovables of succession of deceased Jacques Judice in his presence. Signed: Lenormant.

28942. 31 pp. March. 14. Inventory of succession of deceased Jacques Judice made on petition of Nicolas Judice in the presence of Councillor Raguet and the Procureur General of the King on order of Sr. Le Normant. Signed: nicolas Judice. Cantrelle. fleuriau. Lenormand. Raguet.

29011. 28 pp. March 20. Sale and adjudication of movables and perishable goods of succession of deceased Jacques Judice on petition of Nicolas Judice. Signed: nicolas judice. fleuriau. Lenormand. cantrelle. Raguet.

April 7. Receipt to Sr. Henry, greffier, for 5954 ls 10 ss of returns on sale of goods of Jacques Judice's succession. Signed: nicolas judice.

Feb. 17. 2 pp. **Petition** to the Superior Council by Sr. Paul Rasteau for citation of Sr. Tixerant, for recovery of debt of 7447 livres due for various merchandise. Petitioner has repeatedly demanded payment and he now prays that defendant be sentenced to pay the total sum. Signed: P. Rasteau.

Suit for debt.

Feb. 17. Order for citation signed: Raguet.

Feb. 23. Notice of citation served on Sr. Tixerant at his domicile in New Orleans. Signed: Lenormand.

Feb. 17. 28914. fo. 1. 4283. 2 pp. **Declaration** in Registry by George Tasson of entrance of a thief through the window and theft of some clothes, belonging to the minor daughter of Caron, a whole chest of soiled clothes, a bar of soap. He questioned a small negress. Miss Caron sent her washing to the house from the Convent and he does not know exactly what was in the chest.

Declaration of burglary and theft of "soiled clothes."

Signed: Tesson. Certified by henry, Greff.

Feb. 18. 28916. fo. 1. 4284. 1 p. **Declaration** before notary by Sr. Louis Cheval, acting for Sr. Brosset that two of his negroes, named Tertaguer and Sambas ran away from the plantation. He prays that they be apprehended and punished according to law.

Declaration of runaway slaves.

Signed: Cheval. Henry, Greff.

Feb. 18. 1½ pp. N. P. Listed 13. **Detailed memorandum** concerning succession of deceased Mr. de la Loere Flaucourt, on demand of Mr. Buchet, acting as Procureur in Illinois. All papers of said deceased requested in order to settle account with Mr. Prevost, Agent of the Company of the Indies. Mr. Michel* requests that Mr. Buchet send at the first opportunity the funds and papers of said succession.

Regarding the accounts of de la Loere Flaucourt, deceased, of Illinois.

* Note. Mr. Michel was Sr. Michel de la Rouvilliere, Commissioner and Ordonnateur.

Feb. 20. 28917. fo. 1. 4285. 2 pp.

Contract of apprenticeship.

Contract of Apprenticeship of Andre Giraud to Michel Meilleur to learn the trade of cobbler, under the authority of his mother Catherine Vlorvaris, widow of Estienne Giraud and of her present husband Thomas Dayman. Signed: andre giraut. Lenormand, Chantalou, Henry, notary.

Feb. 20. fo. 1. 4286. 4 pp.

Agreement to build a house in New Orleans.

Agreement between Francois Lioteau and Martin Meunier, masons of New Orleans, with Jean Robin also of this city, for all the masonry of a house measuring "fifty six feet of length on the outside by twenty-six in depth." The cellars are to be seven feet high, for the sum of nine hundred livres in piastres of five livres each, a payment of 300 livres to be made in the beginning of the work, 300 livres when all finished and the remaining 300 livres when completed. The workmen and proprietor declared that they could not write nor sign and the contract is signed by Lenormand, Chantalou and Henry, notary.

Document perforated in many places from the ink eating through it.

Feb. 23. 28923. 2 pp. N. P.

Procuration from the widow Pierre LeMoyne, ship master of Bordeaux to J. B. Prevost in New Orleans.

Procuration granted to Jean Baptiste Prevost, Agent of the Company of the Indies, by Anne Pilauze, Widow of Pierre Lemoyne, Master of Ships, the said lady residing beyond the walls of St. Michel Parish. She has legally constituted as her special attorney Sr. Prevost to "take and receive from the Attorney of Vacant Estates at the Mississippi" all effects owned by P. Antoine Lemoyne, her son, Captain of the Conte de Maurepas, deceased at the Mississippi, March ninth, one thousand seven hundred and forty-four. Empowers said Prevost to give receipt and discharge to all to whom by right. Done and passed at Bordeaux in notarial office of Laville, March 24, 1746, after noon, the said constituant declaring that she did not know how to sign, wherefore inquiry.

Signed: Laville Séroumé.

Certification of signatures by Francois Dabessard, Councillor of the King, President presiding and Lieutenant General, signed at Bordeaux, March 25, 1746.

Feb. 23. Appearance of Jean Baptiste Prevost who requested us to receive the deposit of Anne Pilause, Widow Lemoyne. Signed: Prevost, Lenormand. Chantalou. Henry, notary.

Feb. 27.
2 pp.

Suit for debt.

Petition to Superior Council by Nicolas Henry, Greffier in the Superior Council for citation of Sieur de la Vergne to be ordered to pay the sum of eight thousand five hundred livres in piastres due on his note of Jan. 9, 1745, hereto annexed, with interest thereon and costs. Signed: Henry.

Feb. 27. Order for citation signed by Lenormant.

Feb. 28. Notice of citation served on Sieur Delavergne at his domicile following petition of Nicolas Henry, chief Clerk of the Superior Council. Signed: Lenormand.

Feb. 27.
3½ pp. N. P.

Letter from Potin of Pointe Coupee to Henry, Clerk of Council in New Orleans.

Letter addressed by Potin of Pointe Coupee to Mr. Henry, Notary and Clerk of the Council, in New Orleans, thanking him for corrections in his work, that he will try to conform to them, but he has never done this work and this was only to oblige Mr. Trenaunay that he undertook it, but with his aid he will succeed. He advises that he send the inventory and act of tutorship of the Widow Rondot and shortly he will receive that of deceased Patin Bellaire. Request that at first opportunity the act between Guillaume Lemoine, dt Lenormand and Paul Moreau be sent as copy is required and information as to what is due him for copy.

Signed: Potin.

Feb. 28.
1½ pp.

Suit to collect a debt and prayer for bodily arrest.

Petition to Superior Council by Councillor Jean Prat for permit to cite Jean Baptiste de Chavannes that he be sentenced, even by bodily arrest, to pay a sum of 600 livres due. Signed: Prat.

Feb. 28. Notice served on Sr. de Chavannes at his domicile in New Orleans to appear before the Council March 4th at 9 o'clock in the morning, following petition of Councillor Prat, domiciled in the house of the Jesuit Fathers. Signed: Lenormand. Partly charred.

Feb. 28. 28925.
fo. 1. 4287. 4 pp.

Deposit of money and note for account of persons named.

Prevot Deposit. From San Augistine, Florida, Oct. 20, 1746, value of three thousand one hundred and seventy-two piastres.

Promissory note to Don Martin Arostigue on order of Mr. Bernose the sum of 3072 piastres to be credited to account of Don Martin Arosteguy, President of the Royal Company at Havana.

Endorsement. Pay for me on order of Mr. Jandour the other amount, San Augustin, Florida, Oct. 23, 1746. Signed: Bernose.

Protest against paying as he does not know the persons nor the signatures and that there is no affair between the Royal Company nor with him. Signed: Arosteguy.

Testimony concerning Don Cristophe Vianes de Sala notary of His Majesty presented to Don Martin Arosteguy, Dec. 10, 1746. Certifies that Don Cristophe Vianes exercises the functions of Notary Royal, with the approval of the public, this 22nd of Jan. 1747.

Procuration granted in Havana Jan. 22, 1747, before witnesses to Mr. Prevost, "Agent of the Company of France in New Orleans" and secondly to Mr. Rateau (Rasteau) a resident of the same City, to demand stocks and funds belonging to Mr. Pierre Gomes, to the amount of three thousand seven hundred and seventy-two piastres.

Certification that Don Cristophe de Vianes for whom this procuration was signed and affirmed is Notary Royal in Havana, this 22d of Jan. 1747.

For translation
Nougueze

Collated copy given to Mr. Prevost on this 28th of February 1747. Signed: Henry, notary.

(To be continued)

INDEX TO THE SPANISH JUDICIAL RECORDS OF LOUISIANA
XLII.

October-December, 1781.

(Continued from January, 1934, Quarterly)

By LAURA L. PORTEOUS.

With Marginal Notes By Henry P. Dart.

October 1.
Luis Lavergne vs.
Luis de Macarty.
No. 3507. 13 pp.
Court of Alcalde
Jacinto Panis.
Assessor, Postigo.
Escribano, L. Mazange.

To collect a debt. Defendant tenders the amount to the court and it is in due course paid to plaintiff.

The first entry is a receipt signed by Macarty, dated April 4, 1781, acknowledging to have received a negro, named Remond, from Mr. Louis Laverne, that he sold to his brother. The second is a certified copy of an Act of Sale of the slave, Remond, wherein it is stated Luis Macarty buys the negro with Juan M. Macarty, his brother, acting as his surety. Presenting the two exhibits Luis Lavergne petitions saying it is evident that Luis Macarty owes him 505 pesos. He has been unable to collect although he has made many attempts. Therefore he prays for a writ of execution. Panis orders the writ issued, it is served on the defendant by Nicolas Fromentin, Deputy Sheriff, who reports to the Escribano that he went to Luis Macarty's place and requested him to pay Luis Lavergne 505 pesos, he answered he did not have anything with which he could pay this debt. Fromentin asks to have this set down as a matter of record with a note that the plantation is three leagues from the city. An entry states that on November 7, 1781, Luis de Macarty exhibited* before the Escribano and in the Archives in his charge, the 505 pesos for which a writ of execution had been issued.

*The word "exhibited" is here synonymous with tender and delivery of the money to the Court.

Luis de Macarty prays to be freed of all responsibility and to have the written obligation cancelled, leaving him with the right to take action against Mr. Lavergne when convenient to him. Panis rules: Whereas having exhibited the 505 pesos, let Mr. de Macarty be declared free of all responsibility and to this effect let the Escribano place at the end of these proceedings a certification of the number (of the act.)

Leonardo Mazange's statement of the "exhibition" is duly set down then Luis Lavergne sets forth his credit is incontest-

able and as it appears from the public instrument the debt is just he asks to have the Escribano deliver the money to him under a corresponding receipt and that the cancellation requested by Luis Macarty be made. Panis on Postigo's advice rules: "As it is prayed."

The last entry is a formal receipt granted by the plaintiff to the defendant and as he did not know how to write it is signed for him by Maroteau, one of the witnesses.

October 2.
Testimony given for Juaquin Segui to prove the loss of a note for 200 pesos.
No. 3526. 4 pp.
Court of Alcalde
Jacinto Panis.
No Assessor.
Escribano, L. Mazange.

Petitioner asks that Salvador Cunille and Joseph Ramolins be summoned to testify under oath whether it is not true that Manuel Tarago owes him 200 pesos and that he made a note for this amount which was destroyed by the fire which burnt down plaintiff's house. And done he prays the Court to interpose its authority and judicial decree. Petition granted and the two witnesses in separate declarations state it is true that Manuel Tarago made a note in favor of Juaquin Segui for 200 pesos. They know because they were witnesses to its execution. This note was lost in the fire that destroyed Mr. Segui's house.

Alcalde Panis rules: whereas the foregoing information produced for Juaquin Segui establishes the legitimacy of his credit, and for its greater validation and force the Court must interpose and does interpose its authority and judicial decree and orders the petitioner to be given a certified copy of these proceedings upon his payment of the just and due fees. A marginal note states that Mr. Segui was given the copy requested.

October 14.
Intestate Succession of Maria Luis Dubino, inventory and valuation of her estate.
No. 3489. 10 pp.
Court of Alcalde
Jacinto Panis.
No Assessor.
Escribano, L. Mazange.

The Alcalde makes the official announcement of the death of Maria Luisa Dubineau, wife of Pedro Jourdan, who has left minor children, and for the security of the estate left by her, he orders the succession opened. The Escribano certifies to the death and collects the keys. Panis directs the two Escribanos to search for the will. Almonester and Mazange, in separate certifications say that no will has been filed. The Court rules the deceased died intestate and since she has left minor heirs Francisco Broutin is named to serve

This record presents the question that has been previously noted in this Index, viz, that the ordinary courts were excluded from jurisdiction over the estate of the military officials of the Colony

On the strength of the Cedula of 1759 and of the previous rulings of Governors Unzaga and Galvez the Succession was transferred to the military jurisdiction.

as curator ad lites, who must be notified so that he may accept, take oath and give bond and done let all be returned to the Court so the act appointing the curator may be drawn up. Broutin qualifies with Philipe Guinault as surety. The minor children are Emelia, aged six and a half, Rosalia aged five, Pedro three and Bartolome Jourdan one and a half. Panis issues the act of curatorship for Broutin.

The next entry is an official letter dated October 23, 1781, written by Alcalde Jacinto Panis to Mr. Mazange reading: "They demand the original petition for the inhibition of the cognizance of the intestate succession of Madame Pierre (Jourdan); render it since they claim that it must be thus, but keep, always, a certified copy of this and of the decree at the end to serve as a rule and for the satisfaction of not having prosecuted what had been begun by the ordinary Judge, etc."

The file contains a certified copy of the proceedings which Panis mentioned in his letter to Mazange. This consists of a petition presented by Enrique des Pres, Lieutenant of Infantry and acting Commander of the Militia of this Place and Miguel Fortier, Captain of the Company of Artillery of the said body of Militia in which they set forth that in accordance with the orders of the Captain General of this Province, Field Marshal Bernardo de Galvez and in conformity to those previously given by Luis de Unzaga y Amezaga all successions of soldiers of the Company of Grenadiers and Artillery must be instructed and prosecuted by the Officers of their own corps. It was ordered so by the Captain General in the successions of Luis Triere, Francisco Dominique and Claudio Picard of the corps of Militia and others that need not be named. Therefore as Maria Luisa Dubunot has died as the wife of Pedro Jourdan of the Company of Artillery, her succession should not have been opened in the Court of an ordinary Judge. They pray that the officials of the Corps of Militia take cognizance of it to the exclusion of any other Justice in conformity to the orders of the Captains General of this Province Luis de Unzaga and Bernardo de Galvez.

Alcalde Panis sends this petition to his auditor for legal advice, and according to that officials opinion, he rules: the claim made by the Ordinary Justice to take the inventory is denied in accordance with the Cedula of March 13, 1759, by which His Majesty declared that the wives of the militiamen enjoy the privileges of their husbands in the cases of testate and intestate successions which belong to the jurisdiction of the Militia, therefore let the Officers of the said Corps of Militia take the inventory of the estate of Luisa Dubunot, deceased wife of Pedro Jourdan.

The last entry is a receipt signed by Enrique Mentzing that he has received the original of which the foregoing is a copy, which was presented in the case of the intestate succession of Maria Luisa Dubino.

October 23.
Pedro Enrique Derneville asks to place a certified copy of a document in the Archives here belonging to Luis de Blanc.
No. 3485. 3 pp.
Court of Alcalde J. Panis.
Assessor, Juan del Postigo.
Escribano, L. Mazange.

The document here deposited is historical inasmuch as it preserves contemporary evidence of the service rendered by Juchereau de St. Denis in founding and preserving the post of Natchitoches during the French Regime.

Pedro Enrique Derneville, through his attorney Francisco Broutin, states his son-in-law, Luis Carlos de Blanc de San Dionisio (St. Denis) wishes to file a certification by some residents of Natchitoches in his favor executed by Esteban de Vaugine, Commander of the Post of Natchitoches. He prays that this document be ordered placed in the Archives of the Escribano and a copy of it be delivered to him whenever he would need it. Panis, on Postigo's advice rules: "As it is prayed."

The certification which opens the proceeding is in French wherein the undersigned notable inhabitants of Natchitoches certify that the late Louis Antoine Jucheraud de St. Denis, Chevalier of the Royal and Military Order of St. Louis, Commander named by the King of France for this Post, was the founder and the one to settle it. He pacified all the Indian tribes of his jurisdiction as well as those of the Province of Texas, at the price of his blood and labors. The late Mr. Cezair de Blanc, his son-in-law, also a Chevalier of the Order of St. Louis, Commander of Natchitoches, was named by the King to succeed his father-in-law, continued to hold the Indians in the same state of subordination as was due the Monarch and that the friendship and respect they had for their benefactors they still give to the person of Louis Charles de Blanc de St. Denis, Captain of Cavalry of Light Militia of this Post, son and grandson of the aforenamed. This veneration and attachment by the Indians has been shown him for ten years. He receives them at his home, gives them good counsel, teaches them to have a profound respect for their Superiors, and warns them of the friendship and union that must be preserved with the subjects of His Majesty. This declaration is made in the presence of Etienne de Vaugine, Commander of Natchitoches and is signed by J. B. Prudhomme, Dupain, Bailliot, Roujot, Grillte, Laberry, G. Desbanne, Poisse, Bte. Dubois, Badin, De Vaugine certifies to the authenticity of the certification and signatures.

October 23.
Marcos Olivares vs. Francisco Caminada.
No. 3521. 2 pp.
Court of Alcalde
Guido Dufossat.
No Assessor.
Escribano, L. Mazange.

To collect a debt.
The defendant, a protestant, takes oath on the Bible that he does not owe the debt.

The plaintiff claims he holds in his possession Mr. Caminada's note for 160 hard pesos. This note has matured, but he has been unable to collect. He asks to have the debt verified. Petition granted and Francisco Caminada under oath, taken on the Holy Evangelists, because he is a Protestant, and holds and believes in the Bible, declares he does not owe the amount stipulated in the note as he has already paid it. This declaration ends the record.

October 27.
Santiago Tarascon petitions to sell ten slaves.
No. 3531. 16 pp.
Court of Alcalde
Guido Dufossat.
No Assessor.
Escribano, L. Mazange.

Santiago Tarascon states it is convenient to his interests to sell, judicially, ten slaves, he prays for permission to do so, and to have the present escribano ordered to offer them for sale at public auction and adjudicate them to the highest bidder. Dufossat rules: The petitioner must present his title to ownership. Tarascon answers saying he inherited the slaves from his sister, Pelagia Brasilier, he has no other title to ownership except the clause in her will by which she declares him her sole and universal heir. Dufossat orders the Escribano to file a certified copy of the will and codicil of the will of the deceased Pelagia Lorens, Widow Brasilier. The document is produced and is a certified copy of the will dated September 3, 1781, which is described in the entry in this index in the succession of Mrs. Jung, under date September 7, 1781. A copy of the codicil dated September 6, 1781, is also annexed wherein the testator remembers and declares there are 2000 pesos in the armoire in her dwelling house, this money is in some bags, she wishes to have it delivered to Luis Allard together with the wrought silver.

After seeing the will in which Santiago Tarascon is named universal heir by his sister, Alcalde Dufossat grants the necessary permit for him to sell ten slaves at auction.

The three public calls are made October 30, November 2 and 5 and the auction is held on November 6th. The result shows Vincente Rillieux buys Esteban for 400 pesos; Francisco Cousins takes Alexandro at 515 pesos; Henrique Desprez purchases Lucia, aged 63 for 63 pesos; Antonio de Oro offers 620 pesos for Diedv and her daughter, Maria Luisa, Martha, a free negress, buys Tata for 540 pesos; Luis Cornu takes Catalina for

615 pesos; Luis Allard acquired Magdalena for 300 pesos; Salomon Malinnes purchases Maria for 250 pesos. Leonardo Mazange inserts a note stipulating all ten of the above said purchasers have executed the obligations and bonds required for the adjudication of the slaves, which have been recorded in the current books of his office. The end.

October 31.
Elizabeth Laroche, wife of Captain Antonio Gilberto Maxent, petitions to sell several slaves.
No. 3504. 2 pp.
Court of Alcalde
Jacinto Panis.
No Assessor.
Escribano, L. Mazange.

The petitioner states it is convenient to her rights to sell several slaves at public auction. She prays for a permit to do so. Alcalde Panis grants the petition and orders the public calls made as the law requires. The calls are made October 31, November 5 and 9. Nothing further is done in the matter. The third call ends the proceeding.

November 5.
Luis Darby Danican, husband of Juana de Sales vs. Francisco Raguet to force him to give an account and sworn statement of the property belonging to Maria Juana Corbin, Widow Raguet.
No. 3486. 61 pp.
Court of Alcalde
Jacinto Panis.
No Assessor.
Escribano, L. Mazange.

Luis Darby Danican, husband of Juana de Sales sets forth that Maria Juana Corbein, Widow of Juan Bautista Raguet has died, Francisco Raguet (supposedly her son) is in charge of her estate. His wife, together with her sister and brother, Maria and Luis de Sales are the grandchildren of the deceased and therefore her legitimate heirs. He prays to have Mr. Raguet ordered to render an account and sworn statement of his administration of the estate within a brief space of time. Alcalde Panis orders the plaintiff to present the necessary certificates of baptisms and marriages.

In obedience to this decree Luis Darby Danican presents first a baptismal certificate, dated March 7, 1767, of Jeanne Marie Joseph, daughter of Luis Pierre Biloir, Esquire, Chevalier Desalle and Marie Raguet. The god-parents were Melchieur Joseph de Acosta, Commander of His Catholic Majesty's Frigate, the "Volant" and Jeanne Corbin Bachemin, Widow Raguet. The second is also a baptismal certificate dated November 5, 1763, of Louis Jean Joseph, born October 25, son of Luis Pierre Henry Biloir, Esquire, Chevalier Desalle and Marie Raguet. The god-parents were Joseph Marie (space left) Esquire, Seigneur Dessal and Jeanne Bachemin Raguet, widow of the late Mr. Raguet, Procureur of the King. The third is a copy of a marriage record,

dated September 23, 1781, of Luis Darby and Juana Maria de Salles, related in the third degree. Luis Darby is the son of Jonatas (Jonathon) Darby and Maria Bachemin and Juana Maria de Salles is the daughter of Luis de Salles and Maria Raguet.

Upon receipt of the foregoing documents, Alcalde Panis orders Francisco Raguet to produce the account and sworn statement of the estate of the deceased Juana Corbin, Widow Raguet within fifteen days.

Pursuant to this degree, the defendant presents 28 vouchers, among them a certified copy of an act of sale of a piece of real property sold by Mrs. Juan Bautista Raguet to Francisco Raguet, on April 8, 1780, and a copy of the partition of J. B. Raguet's estate, dated May 12, 1761. The accounting appears as:

Recapitulation

Assets	7044 P.	1	R.
Charges and deductions.....	3828	7½	
	3215	1½	

This he presents and asks the Court to order all to abide by it. Panis orders it sent to the other interested party.

Luis Darby Danican answers saying after a minute examination of the foregoing account he finds it correct and asks to have it approved and that Francisco Raguet be ordered to turn over to him the share that belongs to his wife, Juana Desalles and also that of her sister and brother, Maria and Luis Desalles. Panis decrees with the consent of the parties he approves the accounting presented by Francisco Raguet of the estate left by Juana Corbin, Widow Raguet which he has held in his possession and he condemns and does condemn all to abide by it. There must be delivered to Luis Danican Darby the part that comes to his wife, Juana Desalles and also the shares belonging to Luis and Maria, his brother and sister-in-law, for which he must give a receipt in due form. This ends the case.

November 6.
Leonor Monsanto claiming her dower property against her husband's estate.
No. 3517. 28 pp.
Court of Governor General Bernardo Galvez.
Assessor, Postigo.
Escribano, L. Mazange.

Although this suit is actually begun November 6, 1779, when Leonor Monsanto presents a petition the date on the cover is given as 1781. The first entry states Leonor Monsanto, native of Pointe Coupee and resident of this city, finds that Pedro Andres Tessier, her lawful husband, is a prisoner for a certain cause. His

This proceeding closes with a judgment in favor of the petitioner transferring to her the property and effects of her husband and further decreeing a separation of property and an authorization to the wife to manage her own affairs without the consent of her husband.

This is the first judicial separation of property between husband and wife found so far in our study of the Spanish Judicial records. The proceeding from beginning to end bears a close resemblance to the similar proceeding permissible today under the law of Louisiana.

creditors have come to her for satisfaction. They ask her to pay the debts contracted by him which she is unable to do because of the decline in the value of their property. She, herself, lacks the 4200 pesos which should belong to her according to her marriage contract which she duly presents (filed later in the record) as a result she has nothing but four slaves and a house in Puerto Cortado (Pointe Coupee) which is not enough to make up her dowry. She prays that the Commander there Don Carlos de Grand Pré be ordered to have an inventory and appraisement made of the slaves and house and done let them be adjudicated to her in part payment of the amount mentioned above. She is a privileged creditor and her husband's creditors should not be permitted to molest her in the possession of the house and slaves. If they have any rights let them proceed against the proper party and not against her. She further prays to be declared separated in property from her husband.

Galvez' decision.

Galvez' rules: The marriage contract having been presented let these proceedings be transferred to the commander of Pointe Coupee, Don Carlos de Grandpré so he may proceed to the making of the inventory and appraisement of the property as petitioned. Let the creditors be notified, that they must be present at the proceedings, they and the petitioner must name their appraisers, the Commander appointing the third, who must first accept and take the oath. When the inventory has been made send the proceedings back to this Tribunal in order to provide what corresponds.

Appointment of appraisers.

This decree is followed by the proces-verbal of the appointment of appraisers made in Pointe Coupee which is signed by Eleonor Monsanto, Louis Pattin, Francois Emond Jr., Arnauld Dubertrand, Ricard de Rientord, and Charles de Grand-Pré. It is dated December 30, 1779. The proces-verbal for inventory and appraisement is dated the same day. The creditors appearing are Joseph Heunet, tutor to the minor children of Mr. and Mrs. Perche, and Mr. Nicollet representing the absent creditors. The estate consists of household effects, slaves, a house, lands and out buildings, active and passive debts. The inventory shows effects

amounting to 1570 pesos 4½ reales and the passive debts 1579 pesos. Grandpré signs a note that all the articles mentioned in the present inventory together with all titles papers generally whatsoever were remitted to the care and charge of Mrs. Eleonore Monsanto, wife of Andre Tessier.

Copy of the Marriage Contract.

The marriage contract is dated Cap Francais, Island and Coast of Santo Domingo, February 7, 1773, and is between Pierre Andre Tessier Villanchany, son of Pierre Tessier Villanchany and Jeanne Terrineau and Eleonore Monsanto, native of The Hague in Holland, daughter of David Monsanto and Ester Levy. Both parents are dead. The bride is a minor and is represented by her tutor ad hoc, Mr. Jean de Dieu Ducrocq Bourgeoit. The groom's dowry consists of 3000 livres in money, wearing apparel, jewels and active credit, and the bride's in 6000 livres cash, besides merchandise, movables, jewels, silverware etc. The last mentioned valued at 2000 livres. The groom dowered the bride with 4000 livres. Signed in the original minutes Tessier. Leonore Monsanto, Autrupeau, Marie Therese Tessier, Widow Tessier Ducrocq, Bargue, J. Monsanto, Le Blanc, Bourg, Sallelet and Rivery, the undersigned Notary.

Procuration.

Next on file is a certified copy of a power of attorney, dated Pointe Coupee, March 9, 1781, executed before Charles de Grand-Pré, Commander of Pointe Coupee, by which Eleonore Monsanto, wife of Andre Tessier, appoints Francisco Broutin to represent her interests in New Orleans.

Broutin presents a petition.

Francisco Broutin petitions in the name of his clent, saying, on account of Pedro Andres Tessier's bad conduct he has wasted at least one half of his wife's property, in order to preserve the other half for her children and to keep it in her possession, she asks the Court to receive the testimony of her witnesses on the subject of her husband's bad conduct, and unwise administration of her estate and also to state that she is capable to manage it herself because of her good conduct and executive ability. And done deliver the testimony to her to be used for her rights. Panis on Postigo's advice orders the evidence taken.

Witnesses testify.

George Castles, Dr. Robert Dow and Marcos Olivares in separate declarations testify they have known Pedro Andres Tessier, at Pointe Coupee, for a long time, he is an abandoned man, possessed of many vices and bad, dissipated habits. He is unable to work and it is also well known how he has wasted the greater part of his wife's dowry.

Piernas on Postigo's advice decrees: After considering the information given, let a despatch be issued to Carlos de Grand-Pré authorizing him to put Leonor Monsanto in possession of the 1570 pesos 4½ reales which is the full amount of the property inventoried by Carlos de Grand-Pre. This property is given to her on account for her dowry brought to the marriage which amounted to 4200 livres. At present her husband has no funds to make up the full sum of her marriage portion. Let her be confirmed in the administration of this estate which she may dispose of and use as seems proper without being obliged to ask the consent of her husband.

Mazange stipulates.

A note signed by Mazange stipulates that Benjamin Monsanto has paid Leonardo Mazange 7½ pesos for his actual work on this case from page 24 up to the present which is page 28 including the despatch issued with an enclosure of all documents mentioned in this process. He has also paid 10 pesos to Mr. Broutin and 6 pesos to the Auditor. This ends the suit.

November 13.
Luis de Macarty vs.
Luis Lavergne.
No. 3543. 15 pp.
Court of Alcalde
Jacinto Panis.
Assessor, Postigo.
Escribano, L. Mazange.

Rehibitory Action for the purchase price of a negro that the defendant sold as of sound health, and who was found to be a chronic runaway.

Luis de Macarty presents a certified copy of a Notarial Act appointing Rafael Perdomo his attorney and through him petitions, asking to have the escribano file with these proceedings a certified copy of the act of sale for a slave and done deliver it to him so he may claim justice. Petition granted.

The certified copy of the sale, dated March 20, 1781, shows that Luis Lavergne sells to Luis de Macarty, a slave, named Remondo, aged 22 years, born in his house of a negress, his slave, named Roseta. He is sold as sound and without blemish and is of good character, free from all liens and mortgages as the certificate of the present escribano shows. The selling price is 550 pesos to be paid within six months.

Plaintiff further alleges as the above documents show he bought Remond as sound and without blemish or defects for 550 pesos to be paid within six months, this amount has already been paid. However he finds the slave is a drunkard and given to running away, since he bought him he has been unable to get any service out of him because he is a fugitive and up to the present he has not been able to capture him. He asks the Court's assistance to apprehend him and that Lavergne be ordered to take him back and to refund plaintiff the purchase money. Panis sends this petition to Postigo for legal advice. The Auditor orders it sent to the defendant.

On May 29, 1782, Luis Lavergne answers asking to have the present suit brought against him by his opponent dismissed at his costs. He claims the negro did not have the faults mentioned when sold and must have acquired them since. Panis orders this petition sent to Luis de Macarty. Nothing further is done until July 5, 1782, when Luis Lavergne petitions saying much time has elapsed since his last petition was delivered to the plaintiff who has not answered. He asks that he be declared in default and that he be ordered to answer for the first audience with a warning of judicial compulsion if he fails to do so. Panis on Postigo's advice rules: "As it is prayed." This ends the record.

November 19.
Succession of
Claudio Laloire.
No. 3510. 243 pp.
Court of Alcalde
Jacinto Panis.
No Assessor.
Escribano, L. Mazange.

The decedent and his wife and children were inhabitants of Louisiana in the early days of the French Regime. The succession proceedings will interest their descendants besides furnishing a fine illustration of the economical administration of the father and the mother during their long lives and under the changes and losses of that period.

This succession is unusual, it begins with a certified copy of the will. By this instrument the testator states he is the son of Juan Bautista Laloire and Mariana Nado, or Vado, both born in La Rochelle, France and now dead. About fifty six years ago he married Mariana Leblanc Lacroix, who is still living. The children born of this marriage are 1st Mariana, now dead, who married Gabriel Tixerand, at present living; 2nd Luis, married to Maria Bunel; 3rd Cecilia, now dead, who married one named Corbin Bachemin; and 4th Petronilla Laloire, married to one named Blanchard. His three daughters were married with dowries of different amounts, these dowries must be entered in the common mass of his estate, for partition among his heirs. He frees several faithful slaves. He specifies his real property and slaves, money, etc., that he owns at the time of his death. He leaves his wife the wrought silver he has in his house, which he enumerates. Francisco Maria de Reggio is appointed Testamentary Executor and is authorized to sell as much of the estate as necessary to pay current expenses. When he was married a contract was drawn up according to law, though neither brought anything to the marriage. He now sets aside for his wife 1600 pesos. The remainder of his estate is to be divided among his four children.

Inventory and Appraisement asked.

Francisco Maria de Reggio, Regidor Perpetuo and Alferez Real, Testamentary Executor of Claudio Jousset de Laloire, presents the foregoing will and asks to make an inventory and appraisement of the testator's

estate so as to make clear the part that should go to each one of the heirs, and to place in security the share that belongs to the Bachemin minor, a grandchild of the deceased, a child of the late Cecilia Laloire and Santiago Bachemin, who because of his advanced age and infirmities is unable to represent the rights of the minor. Alcalde Panis accepts the certified copy of the will and orders it sent to the other interested heirs together with the foregoing petition.

The heirs agree to the making of the inventory.

Antonio Planchard, (also given as Blanchard) Luis Laloire and Gabriel Tiseran (Tixerand), the first named as husband of Petronilla Laloire and the last representing his minor children by Maria Laloire, all heirs of Claudio Juset (Jousset) Laloire, agree to the making of the inventory and valuation of the estate as petitioned by the testamentary executor. Panis rules: Notify Maria Leblanc Lacroix, widow of the deceased Claudio Jousset Laloire to name a defender to represent her rights and also notify Santiago Bachemin Jr., who, because of the advanced age of his father, and since he is more than fourteen years of age, must name a curator ad lites to defend him in these proceedings.

Mrs. Laloire appoints her attorney.

Widow Laloire names Philippe Guinault to represent her and Santiago Bachemin Jr, appoints Francisco Broutin as his attorney. The court approves both selections. Broutin is notified, qualifies, naming Francisco Blache as his surety. The appointment is confirmed, he then consents to the making of the inventory and appraisement of the estate. Alcalde Jacinto Panis orders them to proceed with the inventory and valuation of the estate. The Testamentary Executor asks the Court to appoint a day for beginning the Inventory. The Alcalde names Monday, the 26th. of the current month, November, Broutin follows with a request that the estimation of the estate be made by experts. Petition granted. These experts, however must first accept and take oath in proper form. Adrien de La Place and Francisco Bigeon are notified and qualify as experts, they proceed as directed.

The inventory.

The inventory and valuation of the estate runs from page 27 to page 56, is begun November 26, 1781 and is made in the presence of Alcalde Jacinto Panis, Gabriel Tixerand as husband of the deceased Maria Laloire, by representation of their minor children; Antonio Planchard, by representation of his wife, Petronilla; Francisco Broutin, curator ad lites to the minor, Santiago Bachemin, by representation of his mother, the late Cecilia Laloire; Philippe Guinault, defender of Mariana Lacroix Leblanc (sometimes written Mariana Leblanc Lacroix), widow of the deceased

Claudio Jousset Laloire; Francisco Maria de Reggio, Testamentary Executor; Adrien de La Place and Francisco Bigeon, expert appraisers; and Leonardo Mazange, Escribano. The estate consists of personal and household effects, tools, implements, live stock slaves, official papers, such as titles to real property and finally the real property itself. When the inventory of the estate in the city is finished, Panis ordered the interested parties to proceed to the plantation where they found a storehouse full of provisions, such as rice and corn, two cypress pirogues. They included in the inventory the house proper, lands, another warehouse and the dove cote. A note states (they set down as a matter of record), that it took them three days to go and return from the plantation.

Petition for approval of inventory.

Francisco Broutin, as curator requests the Court to approve the inventories and order all interested parties to abide by it. This petition is sent by the Alcalde to the others. After examination Philippe Guinault, acting for Mrs. Laloire says he finds the inventory properly made, asks its approval, and that all be ordered to abide by it, the Court interposing its authority and judicial decree. Panis sends this to the others, and Antonio Planchard, Louis Laloire, and Gabriel Tiserand in a joint petition, and Broutin in a separate one, ask for an approval of the inventory and a decision that all must abide by it, together with the interposition of the Court's authority and judicial decree. Alcalde Panis rules: with the consent of the parties the inventory and appraisement is approved and in consequence thereof all are condemned to abide by it.

Petition to sell the estate.

Broutin asks for an order to sell the estate according to legal requirements. This request is sent to Messrs. Planchard and Tiserand and the others, failing to get an answer Broutin asks that they be declared in default. Petition granted. Mariana Leblanc Lacroix offers no objections to the sale. Her decision in the matter is ordered sent to the others, Antonio Planchard, Luis Laloire and Gabriel Tiserand request that they proceed with the sale. Panis orders: with the consent of all the heirs they proceed with the public calls for the auction of the entire Laloire estate. The public calls are made January 19, 22 and 28th, 1782, Broutin then asks for the appointment of a day for the auction. Panis names the 4th of the current month (February 4, 1782) and orders all the other heirs notified of it. The effects are sold off one at a time, the auction runs from page 74 to page 105, showing the price paid for each article together with the name of the purchaser. The sale is signed by Jacinto Panis, Francisco Maria de Reggio, De Planchard, Francisco Broutin, Tixerrant, Guinault and Leonardo Mazange.

Sale of stock, slaves and plantation.

Francisco Broutin petitions for an order to sell the live stock, to be paid for within one year from date and the negroes and plantation within eighteen months, the purchasers giving full and sufficient bond. This request is sent to the others. Antonio Planchard, Luis Laloire and Gabriel Tixerand agree to Broutin's proposition. The widow also agrees, and with the consent of all parties the Alcalde orders the auction resumed. The sale of the live stock, negroes, etc., runs from page 111 to page 129. The second and 3rd calls for the sale of the real property are given February 26th and March 7th (the first having been omitted apparently by mistake). At this point Philippe Guinault, acting for Widow Laloire, states the time for making the calls having passed he asks for the auction sale of the real estate. Panis orders the sale of the house, lots and plantation the day following, the 9th of the current month (March). The sale of the real property runs from the reverse side of page 132 to page 147. With the sale of the real property the settlement of Claudio Jousset Laloire's succession is suspended temporarily because his widow dies and her succession is opened, the records of which are filed in the folio of her husband's estate and the pagination is continued.

Year of 1782.
Proceedings executed upon the death of Mariana Lacroix Leblanc, Widow Laloire.

The proceedings for the settlement of Mrs. Laloire's succession are opened in the usual way, with first the official notice of the death by Alcalde Jacinto Panis, which took place March 18, 1782. This is certified to by Leonardo Mazange and the keys are collected. Then the search for the will which had been filed with Mazange. It is dated November 21, 1781, it is produced in certified copy and reads in part; the testator is named Mariana Leblanc Lacroix, she is the widow of Claudio Jousset Laloire and daughter of Henrique Le Blanc La Croix and Maria Le Marié, both deceased. Her four children are Mariana, now dead, who had married Gabriel Tixerrant, Luis, Cecilia, also dead who had been the wife of Mr. Bachemin and Petronilla, now Mrs. Antonio Planchard. When she and her husband were married some 56 years ago a contract was drawn up according to the laws and customs of this Province in which it appears neither one nor the other brought anything to the marriage. At the time he dowered her with 8000 livres as the contract shows which was drawn up before Rossard, dated February 24, 1725. She owes nothing and no debts are due her, but should any be proven to exist, that are just, she wishes to have them paid. Her estate consists of the one half of whatever her husband left at the time of his death. She leaves the one fifth part of her estate to her daughter, Petronilla, in remuneration for her many services to her during her illnesses and those of her late husband. She further gives this daughter her gold watch and a box of powders,

which she requests her testamentary executor to deliver just as soon as she dies. As testamentary executor and guardian of her estate she names Francisco Maria de Reggio, who is authorized to sell enough of her estate to pay her funeral expenses. After deducting the one-fifth of her estate, which is to go to Petronilla, she names for her sole and universal heirs her two living children and the heirs of the two deceased. The testatrix makes a codicil by which she frees her slave, Francisco, now in bad health, because of the many services she has received from him; along with his freedom her executor must give him 150 pesos.

Petition to make an inventory of Mrs. Laloire's estate.

Alcalde Panis orders the foregoing proceedings sent to the curator ad lites of the minor, Santiago Bachemin to promote what belongs to the rights of his minor. Broutin answers, saying after the sale of the estate of the late Claudio Jousset Laloire, his widow died without leaving any other property, except her clothes. He asks to have an inventory made of them and that they be appraised by the public experts. Panis rules: let the inventories be made as requested and an appraisement made by the public experts who must first be notified so they may accept and take oath in due form. Let the other parties be notified so either they, themselves, or their attorneys may be present when the inventory and appraisement is made. Francisco Bijon and Adrien de La Place, the experts, are notified and qualify. Broutin asks to have the day set for the inventory. Panis names the day following, or April 10, 1782. This inventory and valuation is made in the presence of Alcalde Jacinto Panis, Francisco Broutin, Curator to Santiago Bachemin; Luis Laloire, Antonio Planchard, representing his wife, Petronilla Laloire, Gabriel Tixerrand, acting for his minor children born of his late wife, Mariana Laloire, Francisco Maria de Reggio, Testamentary Executor, Adrien de La Place and Francisco Bijon, Public Expert Appraisers and Escribano Leonardo Mazange. All the above sign the proceedings. Broutin and the heirs ask the approval of this inventory and that all be ordered to abide by it. With the consent of all parties the inventory and estimation of Mrs. Laloire's clothes is approved and everyone condemned to abide by it.

Petition for sale.

Francisco Broutin asks for the sale of the clothes at public auction with the necessary calls. Petition granted. The calls are given April 15, 18 and 22, and upon the petition of the curator Panis names the 25 of the current month (April), for the auction sale and orders all be notified of this. The auction is held in the presence of all those mentioned in the proceedings for inventory, the sale of the clothes bringing 56 pesos. Feliciana Bunel, widow of Luis Laloire and Gabriel Tixerrand bid in all the wearing apparel.

Petition for the account and sworn statement.

The Curator petitions to have Francisco Maria de Reggio, Testamentary Executor, ordered to give an account and sworn statement of his administration of the Claudio Jousset Laloire estate within a short space of time. Panis rules accordingly, the accounting must be presented within five days. Broutin requests taxation of costs be made and entered in the accounts. The public tax assessor Luis Liotaud is notified, qualifies and taxes costs at 430 pesos 7 reales. Francisco Maria de Reggio presents 21 vouchers and renders his accounting of the two estates as follows:

Recapitulation

Assets	17333 P.	2½ R.
Charges and deductions.....	2736	5½
Remainder	14596 P.	5 R.

Francisco Broutin contests the above reckoning and gives his table as:

Recapitulation

Assets	17383 P.	2½ R.
Charges and deductions.....	2786	5½
Remainder	14596 P.	5 R.

He asks the Court to approve his accounting, order all parties to abide by it and to have the judicial accountant draw up the partition according to his foregoing statement, or 14596 pesos 5 reales. Panis orders Broutin's reckoning sent to the other heirs.

The accounting is approved.

Antonio Planchard and Gabriel Tixerrand state, that after an examination of the two accounts, (both bring the same result) they have no objections to make and ask that all be ordered to abide by them. Jacinto Panis with the consent of the parties approves the account rendered by the testamentary executor of the estates of Mr. and Mrs. Laloire and condemns all to abide by it. He orders these proceedings delivered to the Contador Judicial to deduct these last costs and make the partition.

The partition.

Luis Liotaud Contador Judicial y Tasador de costs (Judicial Accountant and Taxer of Costs) taxes the last costs at 9 pesos 6 reales and proceeds to make the partition on the basis of 14586 pesos 7 reales, which is divided into two equal parts, so as to take out the one-fifth which corresponds to what the late Mrs. Laloire willed to her surviving daughter. Each one half amounts to 7293 pesos 3½ reales. The one-fifth of which amounts to 1498 pesos 5½ reales, which goes to Petronilla Laloire, this reduces the body of the estate to be divided to 13128 pesos 1½ reales, dividing this amount into 4 equal parts, the children of Mariana Laloire,

deceased receive 3282 pesos 13 reales; the children of Luis Laloire, deceased, 3282 pesos 13 reales; the children of Cecilia Laloire, deceased 3282 pesos 13 reales. Petronilla Laloire likewise receives an equal amount, or 3282 pesos 13 reales.

Francisco Maria de Reggio asks the Court to approve the partition and to order all to abide by it. The others join in this approval. Alcalde Panis rules: with the consent of all parties the partition of the estates left by Claudio Jousset Laloire and his wife, Mariana Le Blanc La Croix is approved and for its greater validation and force he interposes and does interpose his authority and judicial decree.

November 27.
Luis Florent Bazile and Antonio Delvau asking certification of a letter.
No. 3493. 3 pp.
Court of Alcalde
Jacinto Panis.
No Assessor.
Escribano, L. Mazange.

This procedure is taken by the Captain and the consignee of a vessel to preserve evidence of local merchants that it was impossible for the Captain to conform to his owners' orders, to load a cargo in New Orleans for the return voyage to France. The merchants certify that the merchandise required by the owners could not be obtained in New Orleans.

Messrs. Maria Luis Florent Bazile and Antonio Delvaux, the former in charge of the cargo of the sloop, "The Charming Victoria," the latter its Captain, both residents of this city, state it is convenient to their rights to file in the Archives of the present Escribano, a paper for preservation which they duly present, and that he deliver to them a certified copy of it which they ask for purposes that may be suitable to them. Panis rules accordingly.

The paper mentioned is in the form of an open letter written by Messrs. Basile and Delvaux to the Merchants of the Place asking advice on the subject treated therein and reads in part: Messrs. Basile, Dupoux & Plantin of Port au Prince have equipped a ship, "The Charming Victoria" under command of Mr. Delvaux, intending to come to New Orleans to sell their cargo and with its proceeds to buy pelts to ship to Bordeaux. When the owners sent their ship here, they could not forsee the scarcity of skins and the great increase in their price. They had presumed they would find enough in the city to form a cargo and that their ship would be ready to sail for Europe a month after its arrival in New Orleans. The writers not only ask to be permitted to set aside the orders relative to sailing for Bordeaux, but to be allowed to load the ship with lumber and make a voyage to Havana, because during the time of their absence pelts might arrive in the city in greater numbers and be much cheaper. Perhaps it would be more advisable to load for Santo Domingo and wait new orders from Messrs Bazile, Dupoux and Plantin. A voyage to Havana has its advantages,

but there are disadvantages as well and objections could be made against it. It might be better still to load with a new cargo and to sail for their own country and there obey the orders of their owners. Therefore not knowing what is best to be done, in their uncertainty they ask the opinion of the Merchants of New Orleans, which they would like to have written at the end of this letter. The first to express himself is Mr. Braquier. On November 27, 1781, he states after having examined and reflected on the foregoing letter his advice is; that for the best interests of the owners, the ship "The Charming Victoria" of Port au Prince should be sent from here direct to Santo Domingo with a cargo of wood. On account of the scarcity of pelts it is impossible to load with them for other parts. Mr. Durel, Messrs Reaud & Fortier and Ene. Barré agree with Braquier. On December 10, 1781, Mr. Fleuriau confirms and agrees to the advice given by Mr. Braquier.

December 10.
Pedro Cazelar vs. Juan Soubie, asking for an account of the administration of his property.
No. 3481. 84 pp.
Court of Alcalde
Jacinto Panis.
No Assessor.
Escribano, L. Mazange.

The plaintiff presents his baptismal certificate, dated April 20, 1765, showing on that day Father Dagobert baptized Jean Pierre, born March 28 of the same year, son of Jean Cazelar and Mariana Barret. The god-parents were Pierre Baure and Margarite Goudeau. With this exhibit, Pedro Cazelar petitions saying the foregoing instrument proves him to be sixteen years of age, old enough to administer his estate which is in Mr. Juan Soubie's possession. He asks that he be ordered to give an account of same within a short space of time. In order to verify the accounts, using the faculty conceded to him, he names Francisco Broutin, his curator ad lites and prays that he be appointed, accept, take oath and give bond. Panis rules accordingly, ordering Juan Soubie to present the account and sworn statement within fifteen days and appoints Broutin curator ad lites.

When the Escribano went to notify Mr. Soubie of the foregoing decree he found him absent on his plantation. Francisco Broutin is notified, accepts and qualifies as curator ad lites, naming Philipe Guinault his surety. This appointment is confirmed by Alcalde Panis. The preliminaries having been accomplished, Broutin petitions for writ of citation, summoning Juan Soubie to appear in Court to answer this suit. The writ is issued and served. After some delay, Broutin prays to have his opponent declared in default. Panis orders Soubie to answer at the first audience. The defendant who is curator ad bono, presents 31 vouchers and his account and sworn statement, showing;

Recapitulation

Assets	20331 livres	17 sols
Charges and deductions...	19156	17
Remainder	1175 livres	

which he asks to have verified and approved and that all be ordered to abide by it. This accounting is rendered in French, and Broutin petitions to have it translated into Spanish. This is done by Pedro Bertoniere who gives the result in Spanish money, namely:

Recapitulation

Assets	4066 pesos	3 reales
Charges and deductions...	3831	3
Remainder	235 pesos	

Broutin petitions saying in order to contest the foregoing account and sworn statement he asks that Soubie be called upon to present the terms of the lease he made with Mr. de la Chaise of the plantation belonging to the Cazelar minor. Panis rules let Juan Soubie be notified to present a certified copy of the lease, that this party requests, within two days. When the Escribano attempts to notify Soubie of the foregoing decree he finds that he has retired to his plantation. Thereupon he prays for a writ of citation which is issued and served by Pedro Bertoniere. Nothing further is done.

December 14.
Pedro Clermont petitions for a permit to sell a house.
No. 3479. 22 pp.
Court of Alcalde
Jacinto Panis.
No Assessor.
Escribano, L. Mazange.

This application meets opposition from Mrs. Thomelin claiming an interest in the same. The sale is stopped and later the parties compromise the lawsuit.

Pedro Clermont, a native of Opelousas and a resident of this city, states he owns a house on Royal Street which costs much to keep in repair. He asks to have it cried and sold at public auction. Petition granted and the first call is given December 14. The petitioner enters a second request praying to have the property appraised, for this purpose he names Francisco Bigeon and Adrien de la Place and if the Court confirms the appointments let them be ordered to proceed with the appraisement. The appraisers are appointed qualify and value the house and lot at 1200 pesos. The 2nd and 3rd. calls are given December 24, and January 7, 1782. Pedro Clermont then requests the Court to appoint a day for the auction. Panis names January 16, for the sale.

The sale is stopped by a petition from Elizabeth Thomelin, widow of Juan Berre, who claims to be the mother of Elizabeth Lavergne, by her first marriage with Luis Lavergne, this daughter, now dead, was the wife of Pedro Clermont, when she died she left much property which was her dowry, No inventory was made of it as she will prove in her own time. Her son-in-law has sold, or wasted the greater part of it and now wishes to sell a house her daughter left. This house is the only object over which she could have recourse for the rights of her child. Therefore she opposes the sale of the house and asks the Court to suspend the auction which will take place the day following at Mr. Mazange's office, Alcalde Panis orders this petition sent to Clermont.

Francisco Broutin is substituted for Fernando Rodriguez as attorney for Pedro Clermont. Broutin answers Elizabeth Thomelin's petition asking that she be put in perpetual silence because her opposition is malicious. In order to bring action, his client's mother-in-law should prove her relationship by legitimate means and also the dowry she supposes her daughter brought to the marriage. She must make it evident, that she petitioned for, claimed, or brought suit sometime during the seventeen years since her daughter died. She should have brought action for inventory, at the time of Mrs. Clermont's death, if there had been anything for her to inherit. From her silence during all this time it must be inferred she had no rights or claims. Considering all these facts it may be deduced as full proof that Mrs. Berre has no foundation for her action nor right to claim her son-in-law's property. That he has been left in quiet possession of it for seventeen years corroborates this. The house never belonged to his wife's dowry, he himself, bought it with his own money. Panis orders this sent to Mrs. Berre. The petition is not answered and Pedro Clermont asks to have his mother-in-law declared in default.

A power of attorney is filed, dated May 25, 1783, executed before Chevalier de Clouet, Commander of Atakapas and Opelousas, in which Pierre Clermont appoints his wife, Marianne de Monchervaux to act as his agent. This is followed by a certified copy of an agreement of compromise, executed by Fernando Rodriguez, dated June 16, 1783, between Mariana de Monchervaux, wife of Pedro Clermont, and Elizabeth Thomelin, widow of Juan Berre, and mother and heir of her daughter, Elizabeth Lavergne, first wife of Pedro Clermont. The suit is reviewed in this instrument, wherein Elizabeth Thomelin agrees to drop the same upon the payment of 300 pesos to her by Pedro Clermont as a quit claim of all her rights in her late daughter's estate. This sum she herewith acknowledges to have received. Mrs. Clermont agreeing to pay costs of this agreement and each one the costs caused by them in the legal proceedings. They ask to be

forced to fulfill this obligation with the rigor of a sentence consented to and passed in authority of a thing adjudged and renounce the laws, rights and privileges in their favor with the general in the form that it prohibits.

A copy of this agreement is presented with a joint petition made by Mariana de Moncharvaux and Elizabeth Thomelin asking the Court to interpose its authority and judicial decree. This is followed by an unsigned judgment accepting the copies of the procuration and agreement to adjust claims. His Honor approves and does approve the same and for greater validation and force interposes and does interpose his authority and judicial decree and orders there be delivered to the parties the certified copies requested. The end.

No date.
Vincente Corona vs. the property of the deceased Dominico Lavan Dino.
No. 3480. 3 pp.
No Alcalde, nor Court mentioned.
Assessor, Postigo.
No Escribano named.

To collect a promissory note.

The record opens with a 30 day promissory note for 2602 dollars and 1½ ryals (reales), written in English and dated Pensacola, July 27, 1779, in favor of John Carona, signed Francis Begno and witnessed by John Miller, William Clifton, Chief Justice of the Province of West Florida certifies to the authenticity of the instrument. Elihu Hall Bay, Secretary of the Register's Office of Pensacola, on October 20, 1779, certifies the instrument and certification of proof thereof are recorded in his office Libr. F. No. 2, page 22.

Vincente Carona, resident of Pensacola, at present in New Orleans, alleges that Dominique Lavandino, now dead, owed him 2000 pesos 20 reales as a remainder of an amount paid for him, as his surety, to an Englishman, named John Miller. The original note was for 2600 pesos 20 reales (2602 p. 1½ r.). Lavandino has left an estate that can be used to pay his creditors. As it appears from the foregoing obligation he is one of them and he asks that the testamentary executor be ordered to pay him. Furthermore Dominique Lavandino mentioned this debt in a clause of his will, and in case it should be necessary a certified copy of this will be produced. Postigo orders Dominique Langourand, as guardian of Dominique Lavandino's estate to pay 2000 pesos 20 reales due Vicente Carona on the note in accordance with a clause in the decedent's will, Mr. Carona to give the corresponding receipt as security.

The receipts are signed on the reverse side of the note, the first reads: June 29, 1781 Vicenzo Carona has received 600 piastres, on account, from Dominique Langourand, for Francois Begnoa, Dominique Lavandino & Company, for the amount mentioned on the other side of the page.

Just below is a second receipt signed by Vicenzo Carona dated July 14, 1781, to the effect that he received from Dominique Langourand, 2002 piastres 1½ escalins, making the total amount mentioned in the other part, on account for Francois Begnoa & Dominique Lavandino Company. The note is paid in full. The end.

No date.
Juan Devis vs.
Samuel Steer.
No. 3484. 5 pp.
No Court named.
No Assessor.
Escribano, Mazange.

To recover the purchase price paid for negro who has died of consumption, the redhibitory action of Louisiana law of today.

Filed as a basis for this suit are three English exhibits, later translated into Spanish by Juan Jose Duforest. The first is a bill of sale by which Captain John Davis bought from Samuel Steer, a negro man, named January, for 220 pesos. The second is a certificate, dated January 7, 1780, signed John Jennings to the effect that in the month of February, 1778, a negro man, named January, was sent to him by William Strother for Captain Davis. He immediately sent him to his plantation. The next day the owner told him the slave was sick and unable to work. The writer went to see him, the negro complained of a pain in his breast and his food did not digest well. His disorder increased, and as Doctor Dow was in Baton Rouge, a few days after he went to see the slave. The Doctor reported him in a decay and thought him past recovery. He remembered to have seen him at Mr. Profits and he was then very sick.

Doctor Robert Dow's certificate, dated March 19, 1779, reads: in the month of January 1778, he visited a sick man, named January, belonging to Captain John Davis, who he immediately recollected having seen at Mr. George Profit's plantation the preceding autumn, in a complaining state of health. What the disorder was then he can not say, as he was never consulted thereon. Upon examing the negro in February, 1778, he judged his disease was a confirmed Pthisis, or Consumption as he labored under all the symptoms that manifestly declared that state, namely an emaciated body, violent cough, attended with Hectic Fever and great prostration of strength and that he died of said disease is unquestionable.

Juan Davis then petitions, stating the foregoing certificates prove Samuel Steer sold the slave, January, to him by private sale for 220 pesos, as sound of health, but a few days afterwards Doctor Dow recognized him and certified he had seen him the autumn before and he was then ill. Therefore he asks that his opponent be ordered to refund the price paid for January. There is no ruling on this petition and nothing further is done.

(To be continued)